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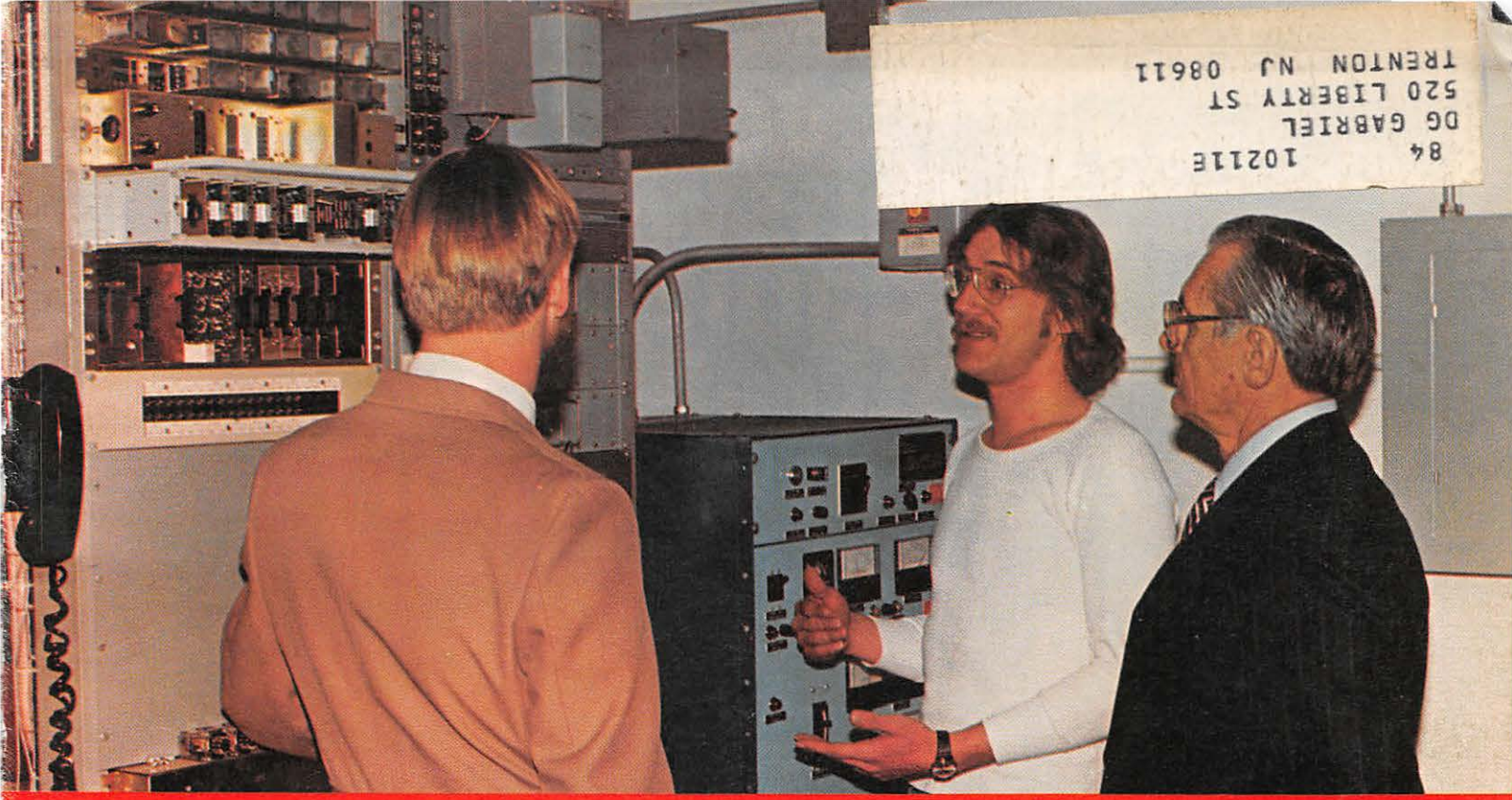
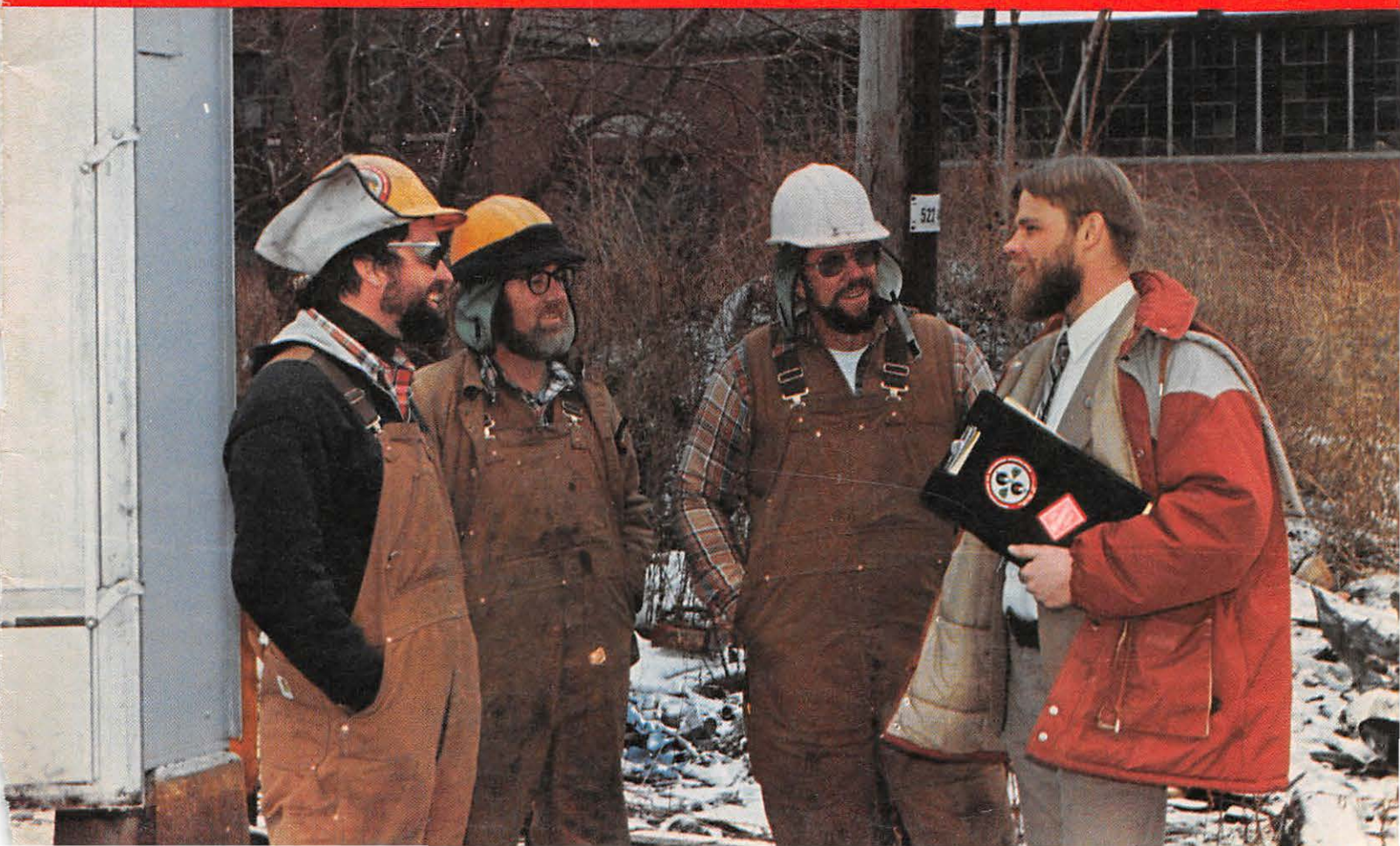


Computer CTC

APRIL 1982

The SIGNALMAN'S Journal

Milwaukee Signalmen



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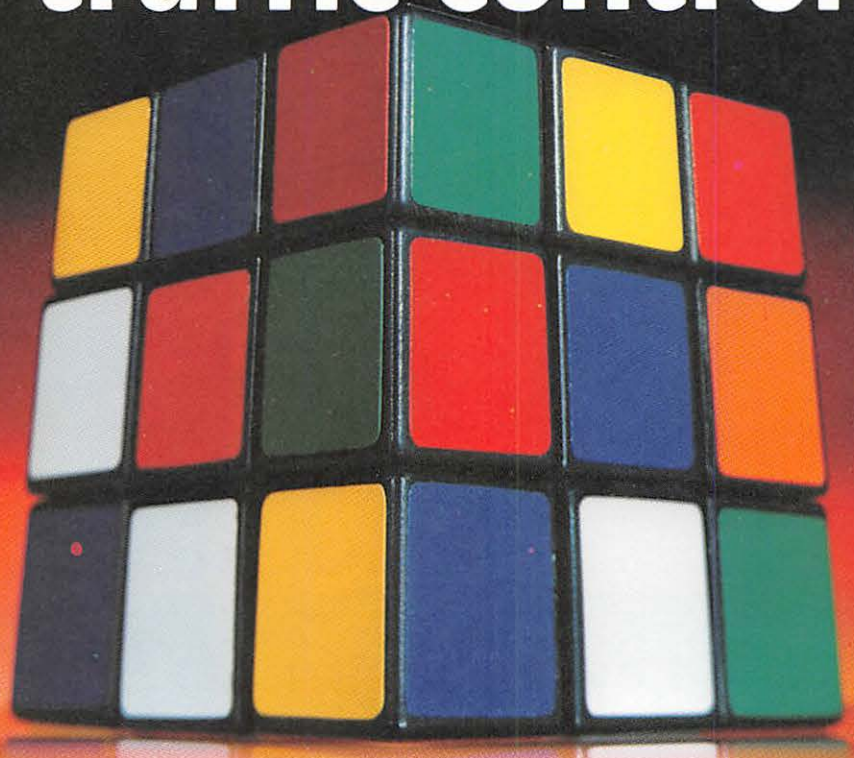

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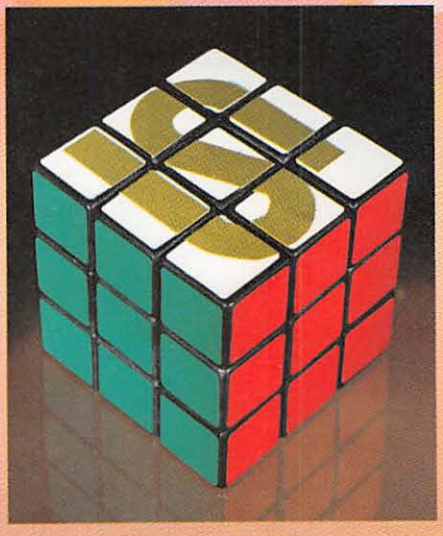

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The SIGNALMAN'S Journal

Official Publication of the Brotherhood of Railroad Signalmen

Volume 63 Number 3 April 1982

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W. D. BEST, **Secretary-Treasurer,** Box U, Mt. Prospect, IL 60056
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V. VAN ARTSDALEN, Box U, Mt. Prospect, IL 60056

DIRECTOR OF RESEARCH
W. W. LAUER, Box U, Mt. Prospect, IL 60056

EDITOR
R. T. BATES, Box U, Mt. Prospect, IL 60056

ASSOCIATE EDITORS
V. M. SPEAKMAN, Box U, Mt. Prospect, IL 60056
V. VAN ARTSDALEN, Box U, Mt. Prospect, IL 60056

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Cover: Top — Explaining E-2 Code System is C. J. Sieronski (center), Signal Electronic Technician to W. B. Harwell (right), Vice President and J. L. Barton (left), General Chairman.

Bottom: Milwaukee General Chairman makes on site visit with BRS members. Left to right — K. M. Pushaw, Assistant Signalman, J. F. King, Signalman, Ed Jones, Signal Foreman and J. L. Barton, General Chairman.

News

AFL-CIO REGIONAL CONFERENCE SET

AFL-CIO President Lane Kirkland announced the schedule of 1982 regional conferences the federation will hold with state and local AFL-CIO council officers and other union officials.

The seven meetings will focus on labor's political programs and preparations for this year's state and congressional elections.

Meetings are scheduled for:

March 16-17, Dearborn, Mich., to include Indiana, Iowa, Michigan, Minnesota, Ohio and Wisconsin;

March 19-20, Louisville, Ky., to include Delaware, the District of Columbia, Illinois, Kentucky, Maryland, North Carolina, Pennsylvania, Virginia and West Virginia;

March 30-31, Phoenix, Ariz., to include Arizona, Colorado, Nebraska, Nevada, New Mexico, North Dakota, South Dakota, Utah and Wyoming;

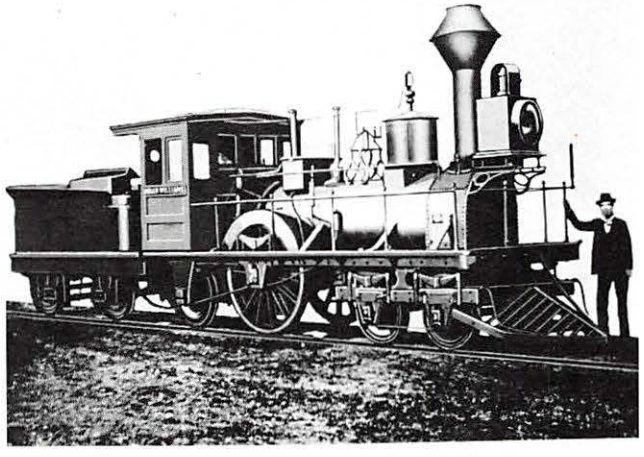
April 2-3, Seattle, Wash., to include Alaska, California, Hawaii, Idaho, Montana, Oregon and Washington;

May 4-5, Birmingham, Ala., to include Alabama, Florida, Georgia, South Carolina and Tennessee;

May 7-8, Houston, Tex., to include Arkansas, Kansas, Louisiana, Mississippi, Missouri, Oklahoma and Texas; and

May 21-22, Hartford, Conn., to include Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Rhode Island and Vermont. (2/11/82)

ROGER WILLIAMS – AN EARLY LOCOMOTIVE



THE SIGNALMAN'S JOURNAL NEEDS YOUR HELP

The editors are striving to make the Signalman's Journal a magazine for and about Signalmen, their involvement in the Brotherhood, their work and their leisure time activities. We are asking that locals elect or appoint (or accept volunteers) as Signalman's Journal correspondents who will send us news about members in their respective areas.

There was a case some years ago where members of Local 179 in Ogden, Utah rescued the passenger of a helicopter that crashed in the Great Salt Lake. This event should have received Journal coverage, but we weren't notified.

We would also like to receive photographs of signalmen at work and at play. (Examples: Local meetings, unusual circumstances encountered on the job, social functions and sports). Photographs should be at least 3½ x 5 and preferably 5 x 7.

Correspondents needed
The Signalman's Journal needs help to obtain news articles about BRS members in your area. Contact your Local President.

Some "don'ts" about photographs — polaroid type prints won't reproduce for the magazine — please send black and white taken with film size 110, 126, 127, 135 or 620. Don't write on the backs of photographs. Attach a separate sheet of paper to identify subjects and description of the event.

In most cases, articles and photographs must reach us two months before publication due to set-up and printing schedules. For example, material received in July would appear in the September issue.

We hope you will accept our suggestion to obtain a local correspondent. When he (or she) is designated, he should write to Editor, The Signalman's Journal, P.O. Box U, Mount Prospect, Illinois 60056 to notify us of the appointment.

We are looking forward to working with the field journalists. We will communicate with each one upon notification of their designation.

Bates' Commentary

The President's budget proposals, if enacted by Congress, will have a greater adverse impact on railroad working people than we have experienced during the past fifty years.

As reported in this column last month, the Administration's budget proposals would abolish the Railroad Retirement system, and all other programs administered by that government agency.

The proposed budget, if enacted, would also terminate funding for the adjudication of minor disputes between railroad labor and management, which was established in 1934 by the Congress of the United States.

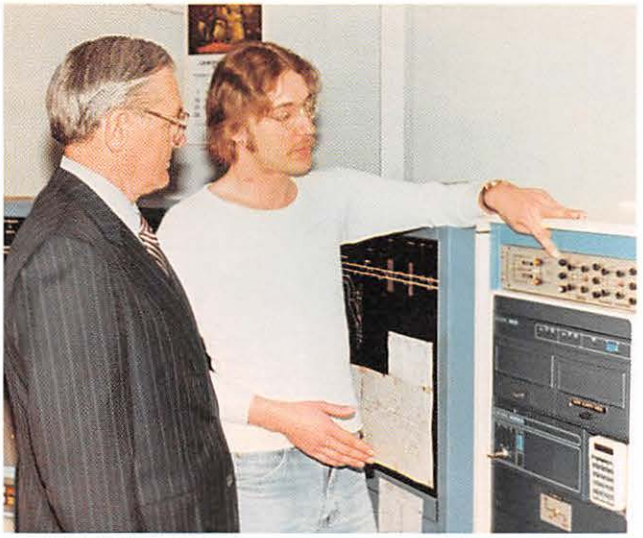
Although compulsory arbitration in any form has always been objected to by both labor and management in the railroad industry, both labor and management recognized the need to adjust minor disputes without resorting to self-help in the railroad industry.

In 1934, the Nation's railroads and the railroad unions agreed to a joint legislative proposal with the understanding that the Government would pay for and support the adjustment resolution machinery.

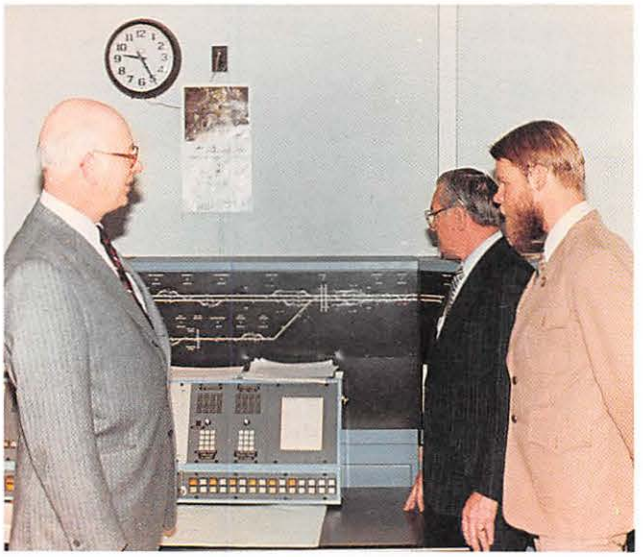
Notwithstanding the agreement of 1934, the Office of Management and Budget now proposes to eliminate funding for the National Railroad Adjustment Board, Special Boards of Adjustment and Public Law Boards which were created by legislative action.

This can only create chaos in the railroad industry. Suggestions have been made that the parties agree to funding by the parties paying user fees for such compulsory arbitration. It seems to me that if the Government can welsh on their part of the 1934 agreement, that there would be no logical reason for the railroad labor unions to honor the commitment they made in 1934.

Tom Bates



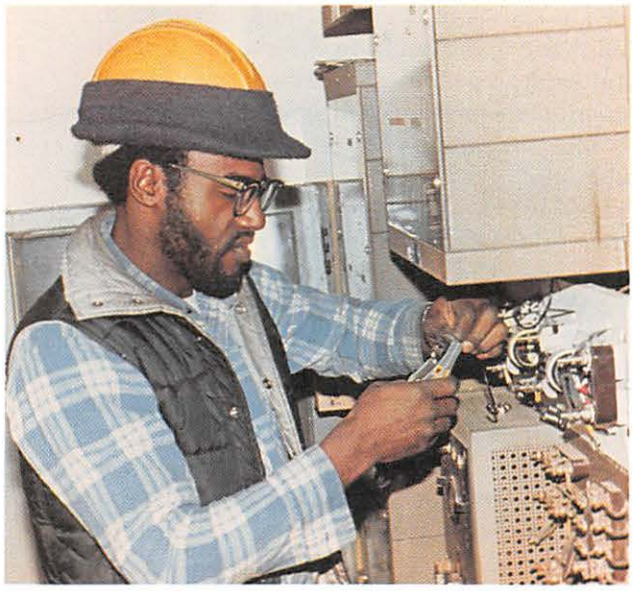
Milwaukee Signal Electronic Technician, C. J. "Casey" Sieronski explains the intricacies of the system to Vice President Harwell. Brother Sieronski has a 1st class radio license and maintains the new computer CTC machine.



Explaining the new computer CTC System is (left) D. L. Wylie, Asst. Chief Engineer Signals and Communications, Milwaukee Road to J. L. Barton, General Chairman and W. B. Harwell, BRS Vice President. The computer is located at Union Station, Chicago, Illinois.

Milwaukee Road installs Computer Controlled CTC

The Jones Gang—members of a Milwaukee signal crew pose for TSJ camera, (left) M. E. Edwards, Asst. Signalman, C. O. Daily, Signalman, John Duffy, Lake Street Signal Maintainer, Carl Fatora, Asst. Signalman and John Nasser, Signalman.

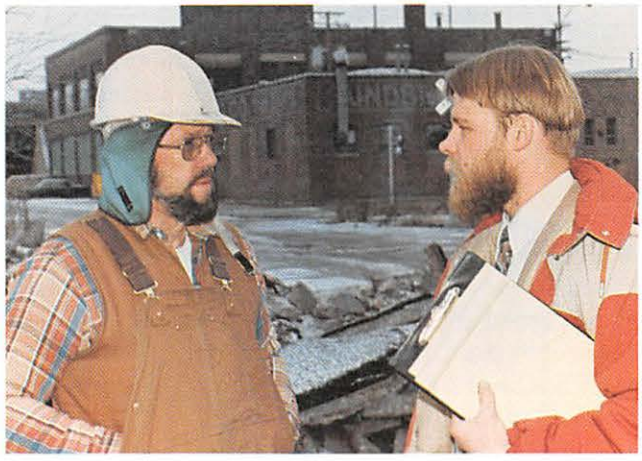


Marvin E. Edwards, Asst. Signalman, eyes new wire for "3rd main project."

Reviewing prints for a "3rd main project" at Lake Street Tower is John Nasser, Signalman. Brother Nasser is a member of Local 219.

Logging train movements is Wally Faller, Dispatcher Union Station.

Checking relays inside Carpenter Street Bungalow are (left) K. M. Pushaw, Asst. Signalman and J. F. King, Signalman.



J. L. "Jeff" Barton, General Chairman, (right) visited with Ed Jones, Milwaukee Signal Foreman at the Carpenter Street location.

W. B. "Witt" Harwell, Vice President chats with Jim Fortune, former General Secretary-Treasurer of the Milwaukee General Committee. Jim presently is Signal Supervisor of Construction.

BRS to Participate in Union Industries Show Pittsburgh May 14-19

The 37th AFL-CIO Union-Industries Show, which showcases the skills of union workers from numerous American industries, will be held at the Pittsburgh Convention Center May 14-19.

The Brotherhood of Railroad Signalmen will have an exhibit booth at the Union-Industries show. Grand Lodge Officers will be available to explain the function of the union and the duties performed by Signalmen.

More than 300 exhibits will be on display during the six-day show, which annually draws attention to the creative talents of American workers and the latest technological advances developed by American industry.

The show, held in a different city each year, is expected to attract hundreds of thousands of visitors during its six-day run in Pittsburgh. Because of the show's broad appeal, new attendance records have been set at many of the exhibition halls where the show has been staged in recent years. The show was last held in Pittsburgh in 1965.

There is no admission charge for the show. It will be open to the public each day May 14-18 from 1 to 10 p.m.; on May 19, the final day, the show closes at 9 p.m.

Many of the exhibits are specifically designed to allow visitors to try their hands at particular skills.

Nothing is sold at the show, but more than $100,000 in prizes and samples of products and services will be given away during the course of the six-day exhibition.

The show is produced and managed by the Union Label and Service Trades Department of the AFL-CIO, headquartered in Washington, D.C.

"Pittsburgh, as the center of the country's vital steel industry, has long been synonymous with American industry," John E. Mara, President of the Union Label and Service Trades Department, said in formally announcing that this year's show would be held in Pittsburgh.

"We are delighted to be coming back to Pittsburgh with the Union-Industries Show," he added. "This is a massive exhibition about American workers and American industry and there is no more appropriate site for such a show than Pittsburgh.

"The show will offer thousands of people a first-hand opportunity to observe the skills and craftsmanship of union members, the quality of union-made products and services, and the benefits to all Americans of good labor-management relations."

President Mara said the show was "unique in the free world" because it provides a glimpse of what can be accomplished when management and labor work together in pursuit of a common goal. Such a picture of cooperation, he said, is often overshadowed by disagreements at the bargaining table.

The show has acquired a reputation in exhibition circles for its active, colorful and consumer-oriented displays. In addition to railroaders, workers in dozens of fields — entertainers, bakers, bricklayers, carpenters, computer technicians, retail store personnel, tailors, glass blowers, boot makers, steel workers, printers, machinists — demonstrate their skills and take time to explain their jobs to visitors to the show.

In addition to the numerous industry-related exhibits, many Federal, State and Local government agencies and community service organizations rent space and take advantage of the opportunity to give the public an insight into their work.

We sincerely request that our members and family in the Pittsburgh and surrounding areas visit the show.

1982 AFL-CIO UNION-INDUSTRIES SHOW

OVER 300 EXHIBITS

Produced and managed by
UNION LABEL & SERVICE TRADES DEPARTMENT
AFL-CIO

The AFL-CIO Union-Industries Show is about people—people in labor and in management who together produce the products and services we use every day. Here's an unusual glimpse behind the scenes to see how our products are made and our services made possible . . . a unique opportunity for the consumer to see good labor/management relations in action . . . a graphic example of how this nation's free trade unions and its great corporations work together to make a great America greater.

MAY 14-19

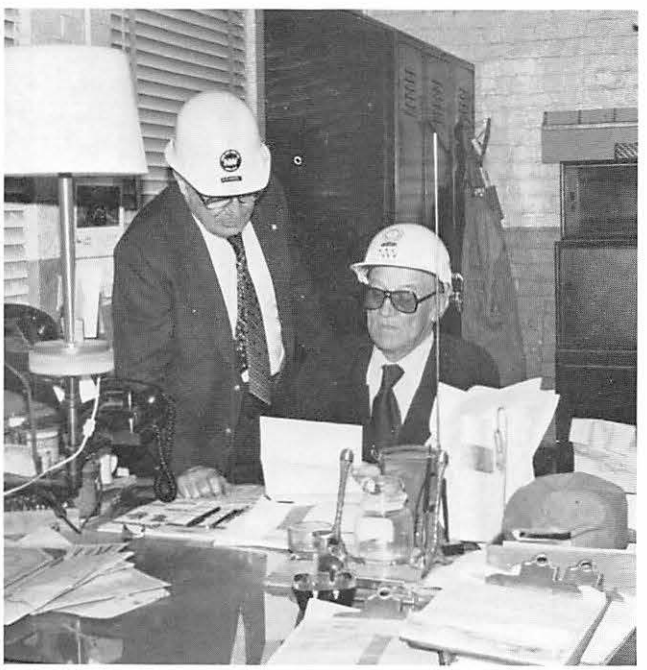
PITTSBURGH
CONVENTION CENTER

N&W shop

Our thanks to R. W. McKnight, AAR, who provided the TSJ the following article.

Experience has shown that signal repair shops pay their own way. In some instances, shops make money for the railroad. A shop, however, is more than just a facility with equipment to repair or rebuild signal equipment. An important ingredient in a shop is people, namely dedicated signalmen using their skills to turn out quality work on a productive basis. All this and more is evident at Norfolk & Western's signal repair facility at Roanoke, VA.

The N&W signal shop force consists of a signal foreman, 10 leading signalmen, 4 signalmen, 2 relay repairmen and 3 assistant signalmen. Many have talents that they can efficiently put to use in several areas of work. For example, one relay repairman is also adept at making photoengravings for faceplates on ctc control and interlocking machines. Another example of multiple work skills is a leading signalman who is a skilled machinist, much at home in the repair facility's machine shop. Often, he may find himself starting from scratch in making parts for



Interested in production figures for the N&W signal shop are V. Joseph Sartini (left), general chairman, and C. W. Craig, signal foreman.

signal equipment. Some of these parts may no longer be available from manufacturers, yet the basic signal unit is still functional if a part can be made. Work such as this makes the N&W shop really pay for itself. Otherwise, the railway might have to junk equipment because parts are not available.

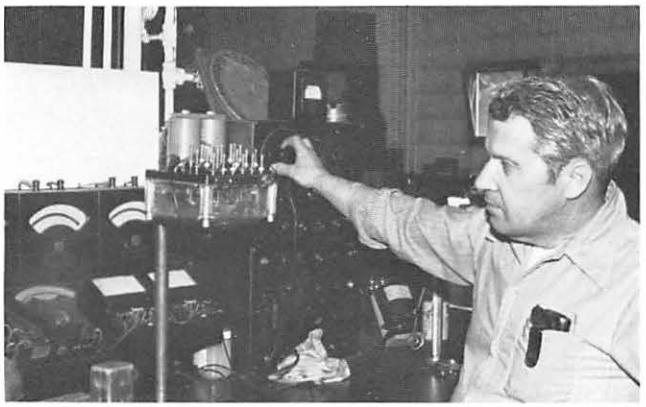
As might be expected, the N&W shop has a wide variety of work to perform. With today's widespread and increasing use of computers, microprocessors and solid-state electronics, the impression might be that signal repair shops should be more attuned and have more work in the electronic area. Not so, because most railroads have much signal plant in place that is doing an efficient job with less sophisticated equipment. N&W, for example, has 4,076 track miles of centralized traffic control and 1,568 track miles of automatic block signaling. In ctc, N&W has 701 electric control points and 219 electropneumatic control points. N&W's 126 interlockings are broken down this way by Federal Railroad Administration figures, as of January 1, 1981: automatic - 26; electric - 19; electropneumatic - 7; electromechanical - 2; mechanical - 5; remote controlled electric - 38; and remote controlled electropneumatic - 9. Thus, N&W has considerable relay-type control ctc and interlockings in service.

Relays at the shop are cleaned, repaired, adjusted, calibrated and receive what other work is necessary to bring them up to specification. In 1980, the shop handled 2,144 relays.

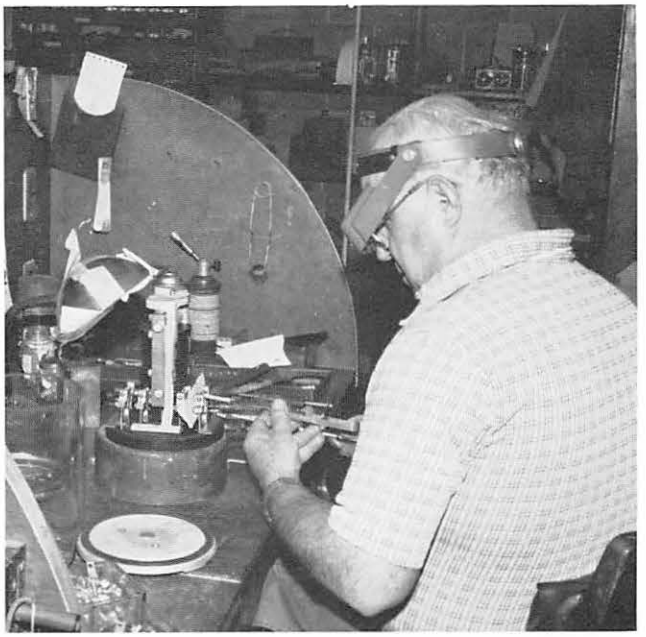
Signals including position-light, colorlight and searchlight type are repaired, adjusted and in the case of searchlight signals are calibrated and properly aligned. Signal units handled in 1980 totaled 345.

Switch machines, both low-voltage electric used in ctc territory, and electropneumatic units are shopped at Roanoke. Repair and sometimes complete rebuilding is done here. Production in 1980 came to 85 units.

Switch circuit controllers, some 23, were shopped last year.



A 1,000 ohm relay is given a final check by Brother Donald T. Jennings, leading signalman.



As Norfolk & Western makes extensive use of coded track circuits, it is natural that the Roanoke shop works on code transmitters and code following relays. Brother W. R. Abshire, signalman, works on a code following relay.

Cleaning and rebuilding worn retarder beams and pedestals is one of many jobs done at N&W's Roanoke shop. Rust, scale and dirt are taken off with a grinding wheel. Some metal areas are built up using welding techniques. Frank Jones, leading signalman, works on beams of the US&S model 31 retarders. Brother Jones is a member of Goodwin Lodge 77.

Also repaired and rebuilt were 19 electric locks.

Retarders, especially internal and external beams, are rebuilt at the Roanoke shop. Sometimes the metal is worn away to the extent that new metal must be added by welding. Thorough cleaning is done to remove any scale, rust or loose metal. Retarder mechanisms are also repaired and/or rebuilt at the Roanoke shop. CP valves for the retarder controls are also handled at the shop.

As much of N&W's ctc is of the relay code type, LCS units from both the field and office are repaired here. Detailed sequence checking is performed on these units before return to the field or office.

Changes to ctc machines or interlocking machines are made at the shop. For example, if a controlled switch and associated signals are to be added at an interlocking, the Roanoke shop will construct the new section of control machine faceplate to include the addition. Also, the shop will do any machine wiring required, so it can be shipped to the machine and installed there.

Hotbox detectors are also regular customers of the shop. Scanners, alarm units and readout units are attended to at Roanoke where they can be repaired, adjusted and returned to service to meet manufacturer's specs.

Considerable repair work includes track motor cars, rail bonding drills and their associated gas engines, rail grinders and meters. Cleaning, adjusting and calibrating of signal maintainers' meters is an essential and continuing job at the Roanoke shop.

Almost considered a production item is the crossing gate arm. Roanoke shop produces 3,500 gate arms annually. Wood arms are a standard on many gate mechanisms on N&W. Additionally, the shop repairs some 30 gate mechanisms on average per year. Flashing-light signals are repaired, adjusted and aligned at the shop. About 65 flashers are run through the shop each year with 20 crossing bells being shopped also.

Masts and bases for signals, including flashers, reconditioned instrument cases and housings, such as bungalows, will add another 500 units to production figures last year.

Case wiring for rail-highway crossing warning systems, interlockings and ctc is also a continuing program at Roanoke shop. Figures vary according to what is important at the time, but the shop wired 29 bungalows and 34 instrument cases in 1980.

In total, the Roanoke shop will handle over 7,500 units of signal equipment, meters, test units, tools, and accessories in a year.

What it all adds up to is a dedicated, skilled work force that is proud of its workmanship and proud to be a part of the Norfolk & Western. Pride in the signalman's craft and pride in the N&W comes through at the Roanoke signal shop. **BRS**

Centralized traffic control LCS units for both field and office are repaired and adjusted at the Roanoke shop. Brother C. M. Bond, leading signalman, is working on such a unit.

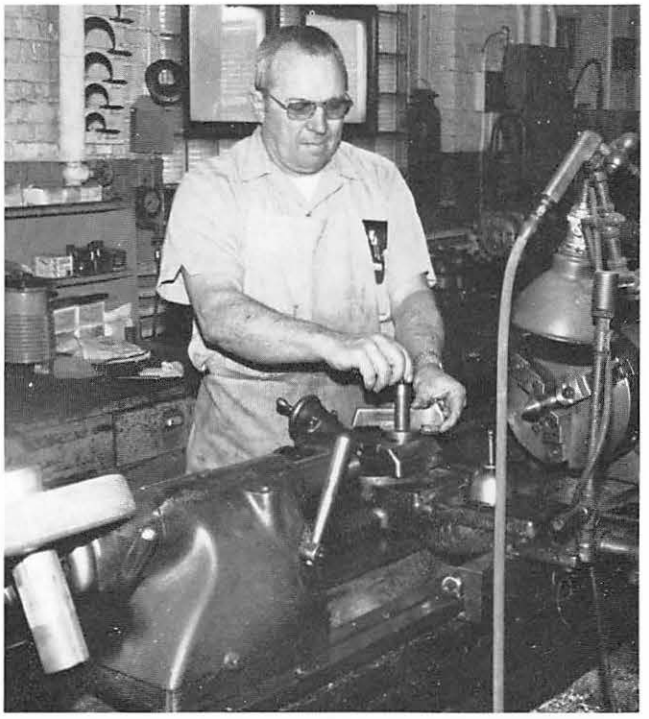
A vat full of lye solution is used also to clean signal masts, brackets, switch machine housings, etc. Brother Ratliff uses remote controls on a hoist to lower equipment into the cleaning tank.

Burning off old paint and rust from a signal mast is one part of the cleaning task in rehabilitating equipment. Brother M. A. Mizak, leading signalman, is doing such a task.

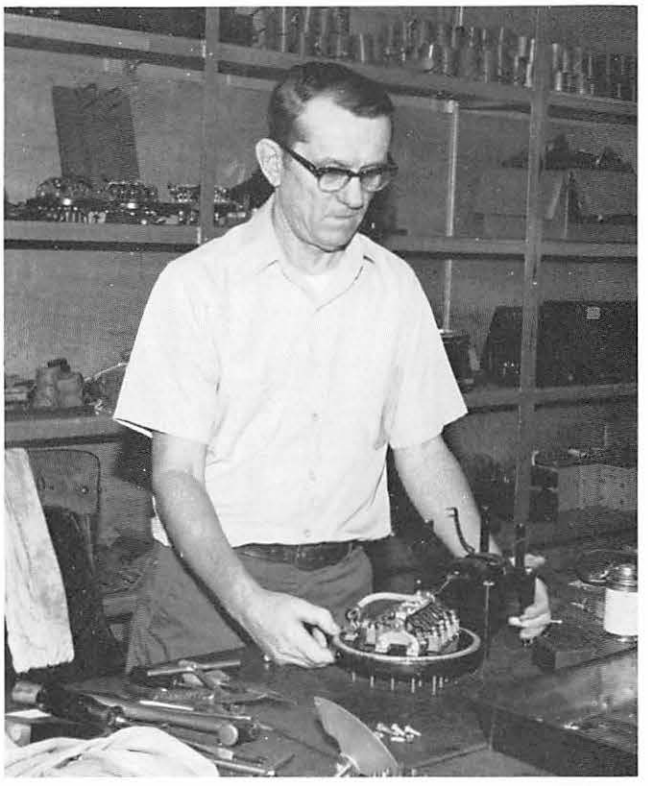
Watching the electrical check on a relay are Brother Jennings (left), leading signalman, and Brother B. W. Craig, signal foreman. All men in the shop are members of Goodwin Lodge 77.

In the yard outside the shop, large items are handled, often with a rubber-tired crane. A. L. Ratliff, leading signalman, is shown moving a bracket mast to the storage area after it has been cleaned and repainted. It is now ready for installation in the field.

Old signal cases get renewed life at N&W's shop. Cases are cleaned, rust, pealing paint, etc. are removed, then given a primer coat and a final coat of aluminum paint. Brother S. E. Hodge, signalman, is one of the shop men who works on rehabilitating signal cases. B. W. Craig (left) signal foreman of the shop, stops to see how work is coming on one case.

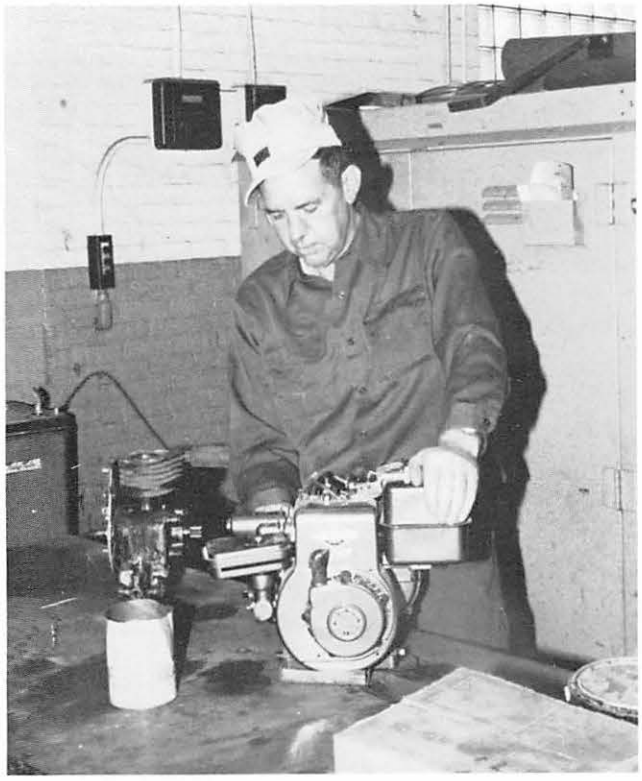


N&W's Roanoke signal repair facility has a fully equipped machine shop. Brother Schrader makes use of this specially equipped part of the shop to make parts and repairs to air compressors, CP valves, switch machines, motors, etc. On occasion, Brother Schrader has to make entirely new parts from basic metal.



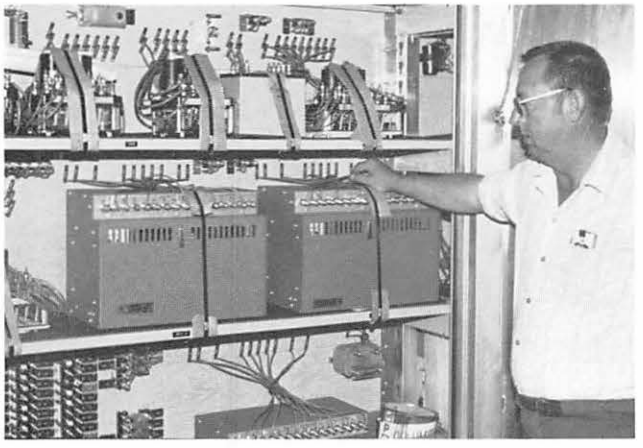
One of the relay repair functions is to completely disassemble (tear down) relays and then clean them. Brother Akers is working on this phase of relay repair.

While some signalmen devote their specialized skills to one or two tasks, others are required to use their many skills on different jobs. Brother J. H. Hodge, signalman, for example, works on track motor cars, various types of gasoline engines, and rehabs ctc control machine cases. A Fairmont M-19 motor car gets Brother Hodge's attention in this instance.



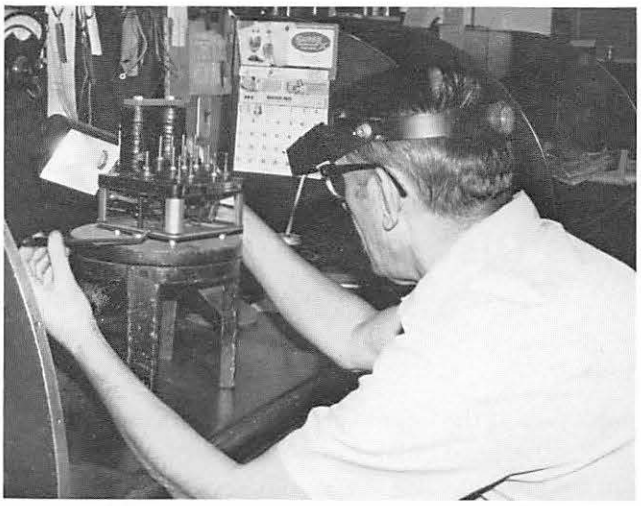
A Briggs & Stratton motor for a rail bonding drill gets a check from Brother Hodge after he made some repairs and adjustments to put it back into good working order.

This former ctc control machine cabinet will be refurbished by Brother J. H. Hodge so it can be returned to service at another location with new or rebuilt controls and faceplate.

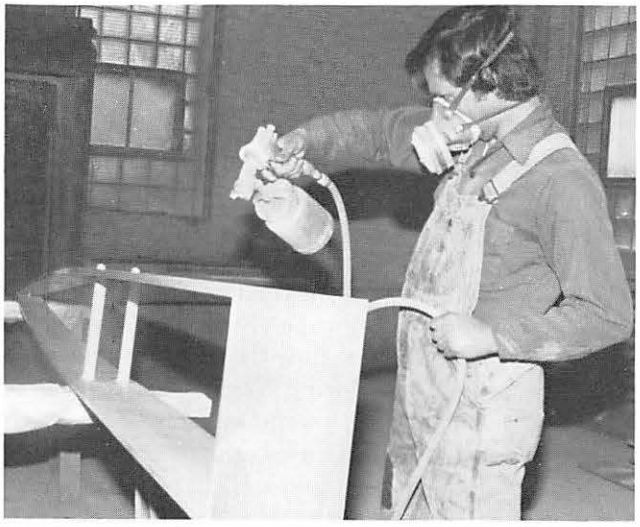


In an area separated from the shop, case wiring is done. Many of these jobs are for rail-highway grade crossing warning systems. Brother Joe N. Hodge, leading signalman, does case wiring at Roanoke.

After relays are repaired, adjusted and calibrated, a yellow tag is attached to the relay with the date tested and electrical information. At a glance, relays with yellow tags are then ready for use in the field. Working on a relay is G. P. Turnes, leading signalman.

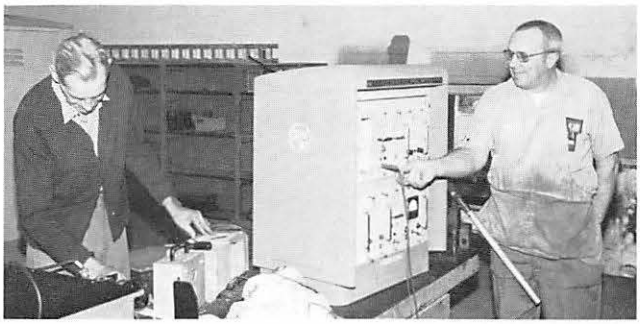


Adjustment and calibration are essential in putting relays into proper operating condition for return to the field. Brother Akers is working on a US&S DN-11 relay.

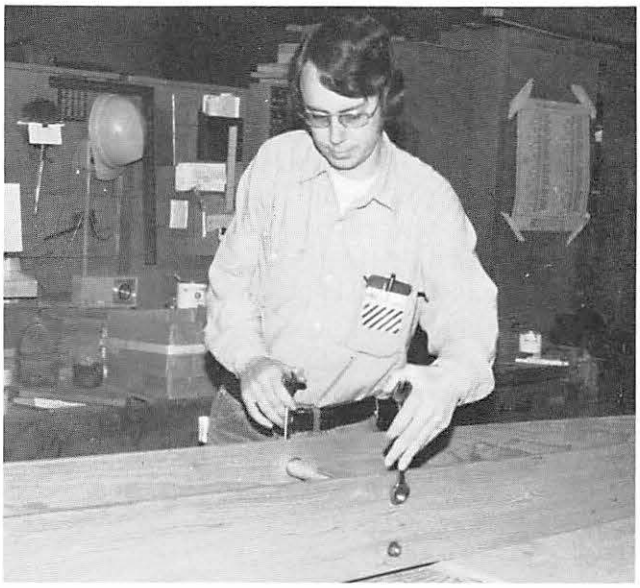


All gates arms are painted with a white sealant. Then red and white reflective tape is applied to provide striping. Garland E. Ratcliffe, signalman, does the painting and stripe work.

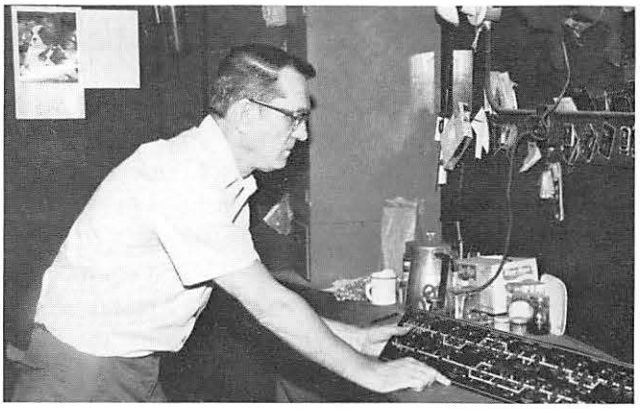
Checking over job reports, Brother C. W. Craig, signal foreman, keeps current on production in the shop.



Making repairs and adjustments to hotbox detector readout units are done at Roanoke shop. Brother Max R. Schrader (right), leading signalman, works with Brother J. R. Dooley, leading signalman, in checking out a Servo readout unit after repairs have been made. Brother Dooley is now retired.



Wood crossing gate arms are one of Roanoke's biggest production items. Wallace E. Bradford, leading signalman, was working on a new gate arm when TSJ visited the shop.



Another talented signalman at the N&W shop who has more than one skill is Claude W. Akers, Jr., relay repairman. In addition to relay work, Brother Akers is a photoengraver who makes ctc and interlocking control machine faceplates.

B. of R. S. Prevails in Contracting Dispute

Federal Court of Appeals Reverses District Court in Cotton Belt Contracting Case.

The September 1981 issue of The Signalman's Journal featured an article regarding the St. Louis Southwestern Railway (Cotton Belt) versus the Brotherhood of Railroad Signalmen in a contracting dispute. The dispute was generated when the Cotton Belt purchased the Tucumcari, New Mexico to St. Louis, Missouri Railroad Line from the bankrupt Rock Island. Cotton Belt asserted that in order to rehabilitate the signal system a certain number of signalmen would be needed to perform the work. Officials of Southern Pacific, Cotton Belt's parent company, stated that contracting of signal work would be necessary if the carrier was unable to hire a sufficient number of qualified signalmen.

Brotherhood representatives proposed that the company draw from the 1400 signalmen furloughed at that time from various railroads in the U. S. Cotton Belt, however, refused to assume the costs of travel expense or meals and lodging for employees working on the project. Therefore, prospective employees were understandably reluctant to accept temporary employment.

The railroad insisted that it was unable to obtain the required forces and advised the BofRS during the latter part of June that the Serrmi Corporation of Atlanta, Georgia would begin installing CTC between Topeka and Herington, Kansas on July 6. On the strength of this information and our view that violation of the Scope Rule constitutes a "major dispute," a strike ballot was issued to B. of R. S. members employed by the Cotton Belt and returned with over 95% voting in favor of a strike. However, the railroad sought and received an injunction from the United States District Court in Kansas which prohibited the Brotherhood from striking.

The Brotherhood appealed the Federal Court's decision to the Tenth Circuit Court of Appeals which resulted in reversal of the judgment against the B. of R. S. The pertinent part of the decision rendered by the Court of Appeals follows:

A. *Whether the Agreement Embraces This Dispute*

In their first agreement, a letter agreement dated September 1, 1940, the parties contracted to jointly observe the rules and working conditions of the current agreement between the Railroad and the employees of the "signal department" represented by the Brotherhood of Railroad Signalmen of America, and the current rates of pay on the Southern Pacific Lines in Texas and Louisiana, which were effective April 16, 1940. Since then, the signalmen's union and the Cotton Belt have agreed to various collective bargaining agreements governing the rates of pay, rules and working conditions for employees in the craft of signalmen. No other union is authorized under the law to carry out that function. Certain customs have developed in the years since the first contract was agreed upon.

Both sides agree that the contract does not deal *expressly* with whether the dispute is major or minor, nor has the agreement ever purported to deal with the question of contracting for the performance of work. Indeed, there was no occasion for it to do so because the contract governs the working conditions, pay, etc. of all of the employees. Such a provision would be foreign. The one time that contracting was used to any extent was during World War II. This was a result of emergency manpower shortages. The Cotton Belt then regularly used outside contractors to perform signal construction work. The initial contracts between the parties were then in force and there were no objections from the Brotherhood. But after World War II, the Company was able to hire signalmen, so it says, and therefore did not use outside contractors, except on rare occasions, which occasions are not relied on. For thirty-five years, the issue was not seriously advanced by Cotton Belt, although some *attempts* were made to bring about adoption of a stipulation allowing such contracting.

This present dispute had its beginning in 1980 following acquisition by the Cotton Belt of the bankrupt Chicago, Rock Island and Pacific Railroad. This is called the Rock Island, or sometimes the Tucumcari. We are here concerned with that part of the Rock Island between Tucumcari, New Mexico and Kansas City, Kansas. Cotton Belt had agreed to extensive rehabilitation work and it planned to hire as many signalmen as possible for the construction projects. It claims that it was unable to hire all of the signalmen needed for this purpose and, therefore, it had to go to a contractor. It hired Serrmi Corporation to perform work involved in the

installation of the centralized traffic control system between Herington and Topeka in Kansas. This was done unilaterally. The final problem involved was the employment of a small number of men (through the contractor) for a temporary period of some twenty-seven months so as to complete the work by the end of 1981.

The Railroad believes that the contracting was arguably allowed by the existing agreement and past practices. It looked for the most part to the World War II period as furnishing a precedent for contracting. The Cotton Belt's argument rests on the fact that none of the collective bargaining agreements ever contained an *express* prohibition against farming out jobs to contractors. So one of the questions presented is whether this fact places the burden on the Union to overcome any inference which might arise from the absence of such a provision in express form, or whether it was essential that the right to contract be spelled out in order for the issue to be resolved in favor of the railroad. The precedent relied on has little value. An emergency existed during the war which was not present when the subject conflict arose. In any event, the Cotton Belt had previously offered an authorizing amendment to the agreement on two or three occasions, but each time withdrew it in the face of the Union's objection. The agreement does not evidence that contracting could be used.

B. *The Provisions of the Scope Rules — Whether a Consent to Contracting is to be Inferred*

Following the adoption of the letter agreement in 1940, there was a 1943 agreement which did not contain any express prohibition of contracting. That agreement reads as follows:

> Scope Rule: This agreement governs the rates of pay, hours of service, and working conditions of all employees in the signal department (except supervisory forces above the rank of foreman, clerical forces and engineering forces) performing the work generally recognized as signal work, which work shall include the construction, installation, maintenance and repair of signals, . . . centralized traffic control systems, signal shop work and all other work generally recognized as signal work.

There was another paragraph which said:

> It is understood the following classifications shall include all the employees of the signal department performing the work enumerated under the heading of 'Scope.'

This 1943 agreement remained substantially unchanged until it was revised effective October 1, 1970. The 1970 agreement, it is said by the Company, contains no prohibition against contracting. The 1970 Scope Rule remains essentially the same as in the original agreement incorporated in 1940. The 1970 Scope Rule provided:

> This agreement shall apply to work or service performed by the employees specified herein in the signal department, and governs the rates of pay, hours of service and working conditions of all employees covered by Article I, engaged in the construction, reconstruction, installation, maintenance, testing, inspecting and repair of wayside signals, pole line signal circuits and their appurtenances, interlocking, spring switch locking devices, highway crossing protection devices and their appurtenances, wayside train stop and train control equipment, detector devices connected with signal systems, including centralized traffic control systems, car retarder systems and hot box detectors and car counting devices when used in connection therewith, dragging equipment detector devices, electric switch lamps, and all other work generally recognized as signal work performed in the field or signal shops. . . .

This contains an all-inclusive description of the work performed and to be performed by the signalmen. It apparently includes the work which was contracted out. Cotton Belt maintains that until it acquired the Tucumcari line of the bankrupt Rock Island Railroad, it was able to hire sufficient qualified signalmen to perform all necessary signal work. Prior to 1980, it chose to use its own signalmen to perform the work and it always had a sufficient number of signalmen to perform the work. But now it says that the precedents set during World War II, and during the interim period between the war and 1980, when manufactured items were farmed out and installed, in very limited instances, gave to it the implied right to contract out part of the work described in the contract. Although the Union does not dispute that work was contracted out during the war, the Union disputes the asserted effect of that contracting. It contends that the Scope provisions provide in detail for all of the work and make no exception whatsoever; that contracting from an outsider is so much of a departure that it demands an express provision in order to justify it; that the absence of such provision shows that this was not an accepted way to obtain manpower for the purpose of performing the signalmen's work.

There is not much of a positive nature in the agreement which can be pointed to by Cotton Belt to support its position. The agreement purports to cover all of the work of the employees and apparently leaves no room for unilaterally contracting out some of the work.

In any event, the Union notes that in 1963 a so-called Section 6 notice was given by the Railroad which made express provision for contracting out.

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BRS PREVAILS (Con't)

This read:

> a. Eliminate all agreements, rules, regulations, interpretations and practices, however established, which in any way handicap or interfere with the carrier's right to:
> (2) Contract out work; . . .

Thus, an attempt was made by the Cotton Belt to include the right to contract out work. It did not become part of the agreement. The Union argues that this effort was an admission by the Railroad that the contract needed to be expressly changed in order to eliminate interpretations and practices which impair the carrier's right to contract out work. The Railroad denies that this constituted an admission, saying that it was being used as a bargaining tool.

The Cotton Belt submitted another similar attempted change which, it explains, was a mere counter proposition, dated February 2, 1981. This read:

> 1. Scope Rule:
> Add the following Note:
> Note: When it deems necessary, the company shall have the right to subcontract the work set forth in the Scope Rule. As the company decides that it is necessary to subcontract work of the type set forth in the Scope Rule, it should give the general chairman advance notice of intent, except in the case of minor transactions.

The Union maintains that this is an additional admission on the part of the Railroad that the contract did not impliedly allow contracting out since such a provision as the 1981 proposal was necessary.

Moreover, it tended to show that the Cotton Belt was bent on establishing this as a right. The Railroad claims that it was merely seeking to codify that which already had recognition; that it was included as a note rather than a change because it was only to be an agreed upon interpretation of existing disputed language. The trial court made a finding adopting completely the line of the Railroad. It said:

> The intended purpose of this counterproposal was to codify the discretionary right which the Cotton Belt had to employ outside contractors and the actual practice of having used outside contractors in the past.

The Court continued:

> Furthermore, the railroad intended to use this counterproposal as a bargaining device in the negotiations that would arise under the Section 6 notice (which it had filed seeking to change the agreement so as to include an express authority to contract out).

The Railroad maintains that the findings are correct, that they are supported by common sense and that it merely intended to settle the dispute by contract rather than risk liability for penalty payments if it chose to contract and the Brotherhood submitted grievances which would have been arbitrated under the Railway Labor Act.

The Brotherhood contends also that the Cotton Belt's September 16, 1980 request for a memorandum agreement specifically allowing contracting was an admission that the existing basic agreement did not recognize contracting. Again, it was said to be a good faith effort to resolve the dispute by specifically agreeing that the Cotton Belt would contract out work, on a non-precedent setting basis, until completion of the Tucumcari line rehabilitation project.

The Brotherhood also argues that Article II, paragraph 9 of the so-called "Miami Accord" was an affirmance by the Railroad of the prohibition against contracting, by declaring it to be subject to negotiation.

Article II, paragraph 9 of the Miami Accord reads as follows:

> (e) Special Projects — Protection, seniority and contracting pursuant to existing agreements in special rehabilitation projects (such as the rehabilitation of that part of the Rock Island which was purchased by the Cotton Belt) will be subject to negotiations between individual purchasing carriers and interested employee representatives.

The Accord resulted from a meeting on March 4, 1980 of Cotton Belt, other railroads and the Signalmen's Union, together with other railroad unions, to reach an agreement to provide a fair and complete arrangement for the employees of the bankrupt carriers. It affirmed work practices prohibiting the unilateral contracting out of signal work.

The Railroad explains that this was not intended to change agreements so as to allow contracting; that it was only intended to require negotiation of the contracting issue where existing contracts and practices actually prohibited contracting. The purpose of the agreement was to set the protection benefits, so they say, for any former employees of the Rock Island that might be hired by those railroads subsequent to their acquisition of any portion of the Rock Island.

One thing emerges in clear relief from the literature and other circumstances discussed above on this question of major or minor as applied to the dispute concerning contracting out work. This is that the Company desired to change the contract so as to expressly allow farming out work at will to contractors. The Union was aware of this effort and consistently opposed it. The obvious reason for this

opposition was that it required the Union to give up an important stick in the bundle of rights. To have given up on this would have resulted in the Railroad using it as a significant precedent, just as they attempt to use the World War II contracting. Moreover, the contracting out method has a strong tendency to undermine the function of the Union, the duty of which is to guard the work rights of its members. Also, the right to employ an independent contractor in order to get a job done — work which normally belongs to the members of the Union — is out of harmony with the entire collective bargaining relationship. The Scope Rule provisions themselves certainly undertake to cover and embrace all of the Railroad employees. Thus, if there is to be any exception it would seem that it ought to be expressly stated.

C. *The Railway Labor Act — The Fundamental and Organic Law*

The Railway Labor Act, 45 U.S.C. § 151, et seq., is the basic body of law defining the employer-labor rights and duties. Section 152, *Fourth,* provides for organization of unions and bargaining collectively through representatives of the employees' own choosing. It provides that the majority of any craft or class of employees have the right to determine who shall be their representatives. No carrier or its officers or agents has any right to question the right of employees to join, organize, or assist in organizing the labor union of their own choice. The Act declares it to be unlawful for any carrier to interfere in any way with the organization of its employees, or to use the funds of the carrier to form a competing labor organization.

Part *Fifth* of § 152 prohibits an employer from requiring any person to sign any contract or agreement promising to join or not to join a competing labor organization and, if any such contract has been enforced prior to the effective date of the law, then such carrier shall notify the employee that such contract has been discarded and is no longer binding in any way.

Part *Eleventh* of § 152, subsection (a) provides that any labor organization authorized to represent employees in accordance with this Act, shall be permitted.

> (a) to make agreements, requiring, as a condition of continued employment, that within sixty days following the beginning of such employment, or the effective date of such agreements, whichever is the later, all employees shall become members of the labor organization representing their craft or class: PROVIDED, That no such agreement shall require such condition of employment with respect to employees to whom membership is not available upon the same terms and conditions as are generally applicable to any other member or with respect to employees to whom membership was denied or terminated for any reason other than the failure of the employee to tender the periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

Subsection (b) authorizes labor organizations and carriers

> to make agreements providing for the deduction by such carrier or carriers from the wages of its or their employees in a craft or class and payment to the labor organization representing the craft or class of such employees, of any periodic dues, initiation fees, and assessments (not including fines and penalties) uniformly required as a condition of acquiring or retaining membership.

This provision does not take effect until the employee executes an assignment and delivers it to the carrier authorizing the transfer of such funds. Subsection (c) states:

> The requirement of membership in a labor organization in an agreement made pursuant to subparagraph (a) of this paragraph shall be satisfied, as to both a present or future employee in engine, train, yard, or hostling service, that is, an employee engaged in any of the services or capacities covered in the First Division of paragrah (h) of section 153 . . . , if said employee shall hold or acquire membership in any one of the labor organizations, national in scope, organized in accordance with this chapter and admitting to membership employees of a craft or class in any of said services; and no agreement made pursuant to paragraph (b) of this paragraph shall provide for deductions from his wages for periodic dues, initiation fees, or assessments payable to any labor organization other than that in which he holds membership: PROVIDED, HOWEVER, That as to an employee in any of said services on a particular carrier at the effective date of any such agreement on a carrier, who is not a member of any one of the labor organizations, national in scope, organized in accordance with this chapter and admitting to membership employees of a craft or class in any of said services, such employee, as a condition of continuing his employment, may be required to become a member of the organization representing the craft in which he is employed on the effective date of the first agreement applicable to him: PROVIDED, FURTHER, That nothing herein or in any such agreement or

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> agreements shall prevent an employee from changing membership from one organization to another organization admitting to membership employees of a craft or class in any of said services.

Thus, sub-section (c) declares that membership in a union may be required as a condition to continued employment.

From the above partial summary it is apparent that the Railway Labor Act contemplates that the various crafts are to represent all of the employees, and contains strong provisos that the employees must be members of the particular craft union that represents any area of work. It is impossible to read these and other sections of the Railway Labor Act without concluding that the day to day work of railroads is to be performed by employees of the company who are members of the applicable union. Thus, closed shop unions are authorized by the Act. The statutes are so all-inclusive and preemptive that they leave no room for a different kind of employment such as contracting. Obviously, employees of contractors would be unable to comply with the requirements of the statutes. There is nothing which leaves room for suggestion that the statutes can be avoided by employing a contractor to perform the work. Any such effort is at odds with the Railway Labor Act. We need not consider whether dire necessity could give rise to contracting because such necessity is not presented. That which is before us is certainly inadequate.

D. *The Court Decisions*

The decision of the Supreme Court in Detroit & Toledo Shore Line R.R. Co. v. United Transportation Union, 396 U.S. 142 (1969), is similar to this case both factually and legally. In *Shore Line,* a labor dispute arose between the petitioner railroad and the union growing out of the petitioner railroad's proposal to establish new outlying work assignments away from the principal yard. As in this case, there was nothing in the collective bargaining agreement expressly prohibiting such assignments. The Union filed a notice under Section 6 of the Act opposing the change in the agreement and, after the failure of the parties to negotiate a settlement, invoked the services of the National Mediation Board. While the proceedings were pending before the Board, the railroad unilaterally announced the creation of the disputed work assignments. The union then threatened to strike. The railroad sued to enjoin the strike; the union counterclaimed (as it did here) for injunction prohibiting the establishment by the railroad of the outlying assignments on the ground that Section 6 was not being followed. That statute provides, in part:

> In every case where . . . the services of the Mediation Board have been requested by either party, . . . rates of pay, rules or working conditions shall not be altered by the carrier until the controversy has been finally acted upon . . . by the Mediation Board. . . .

45 U.S.C. § 156.

The district court in *Shore Line* dismissed the railroad's complaint, and at the same time granted the union's request for injunction restraining the railroad from establishing any new outlying assignments. This action was taken despite the absence of an express provision prohibiting such changed assignments in the collective bargaining agreement. The court of appeals affirmed. The Supreme Court held that the status quo, which is to be maintained pursuant to Section 6 of the Railway Labor Act while the procedures of the Act are being exhausted, consists of the actual, objective working conditions out of which the dispute arose, *whether or not those conditions are covered in the existing collective bargaining agreement.* The district court had also held that the status quo requirement of Section 6 of the Act prohibited Shore Line from making outlying assignments even though there was nothing in the parties' agreement which prohibited such assignments. The railroad had contended that the purpose of the status quo provision of the Act was to guarantee only that existing collective bargaining agreements continued to govern the parties' rights and duties during efforts to change those agreements. Therefore, the railroad's position was that what Congress intended by writing in Section 6 that rates of pay, rules or working conditions were not to be altered was that rates of pay, rules or working conditions as expressed in the agreement are not to be altered. It further argued that since nothing in the railroad's agreement with the union precluded the railroad from altering the location of work assignments, this working condition could be altered.

This is much the same approach of Cotton Belt in the case at bar. The Supreme Court stated in *Shore Line* that the language of Section 6 does not say what the railroad would have it say. The Section speaks of rates of pay, rules or working conditions, without limitation to those obligations already embodied in collective agreements. The Court went on to say that:

> [T]he railroad's interpretation of this section is sharply at variance with the overall design and purpose of the Railway Labor Act. The Railway Labor Act was passed in 1926 to encourage collective bargaining by railroads and their employees in order to prevent, if

possible, wasteful strikes and interruptions of interstate commerce. The problem of strikes was considered to be particularly acute in the area of "major disputes," those disputes involving the formation of collective agreements and efforts to change them. *Elgin, J. & E. R. Co. v. Burley,* 325 U.S. 711, 722-726 (1945). Rather than rely upon compulsory arbitration, to which both sides were bitterly opposed, the railroad and union representatives who drafted the Act chose to leave the settlement of major disputes entirely to the processes of noncompulsory adjustment. *Id.* at 724. To this end, the Act established rather elaborate machinery for negotiation, mediation, voluntary arbitration, and conciliation. *General Committee, B.L.E. v. Missouri-K-T.R. Co.,* 320 U.S. 323, 328-333 (1943). It imposed upon the parties an obligation to make every reasonable effort to negotiate a settlement and to refrain from altering the status quo by resorting to self-help while the Act's remedies were being exhausted. *Brotherhood of Railroad Trainmen v. Terminal Co.,* 394 U.S. 369, 378 (1969); *Elgin, J. & E. R. Co. v. Burley, supra,* at 732-731; *Texas & N.O.R. Co. v. Brotherhood of Railway & S. S. Clerks,* 281 U.S. 548, 565-566 (1930). A final and crucial aspect of the Act was the power given to the parties and to representatives of the public to make the exhaustion of the Act's remedies an almost interminable process. As we noted in *Brotherhood of Railway & Steamship Clerks, etc., v. Florida E.C.R. Co.,* 384 U.S. 238, 246 (1966), "the procedures of the Act are purposely long and drawn out, based on the hope that reason and practical considerations will provide in time an agreement that resolves the dispute."

The Court went on to explain that:

> The Act's status quo requirement is central to its design. Its immediate effect is to prevent the union from striking and management from doing anything that would justify a strike. In the long run, delaying the time when the parties can resort to self-help provides time for tempers to cool, helps create an atmosphere in which rational bargaining can occur, and permits the forces of public opinion to be mobilized in favor of a settlement without a strike or lockout. Moreover, since disputes usually arise when one party wants to change the status quo without undue delay, the power which the Act gives the other party to preserve the status quo for a prolonged period will frequently make it worthwhile for the moving party to compromise with the interest of the other side and thus reach agreement without interruption to commerce. 396 U.S. at 148-150.

The Court in *Shore Line* also explained that the emphasis in Section 6 is on rates of pay, rules or working conditions as being the elements that shall not be altered during the period from the first notice of a proposed change in agreements up to and through any proceedings before the National Mediation Board.

The *Shore Line* case is not entirely applicable. It is not lacking in importance here, however, because it holds that the concern of the Act is with the basics of working conditions contract. If it were in the contract, there would be no need to attempt to bring about a change and simple arbitration would, perhaps, serve to settle the matter. Thus, the case gives insight into the workings of the Act.

Shore Line also enlightens the present dispute with regard to whether the controversy is a *major* and not a minor dispute. Is it a major dispute or a minor one? Does it introduce a new provision or seek to construe an old provision? The dispute involves an attempt to insert a new provision, and one of high importance which goes to the heart of the employment, namely job security. This shows that a new provision is necessary to the change.

The Supreme Court has also considered the major dispute, minor dispute question. It did so in Elgin, Joliet & Eastern Railway Co. v. Burley, 325 U.S. 711, 723 (1945). The ultimate question was whether a collective bargaining representative had the authority to settle a monetary claim while it was pending before the Railroad Adjustment Board. The agreement took place after the Adjustment Board had rendered an adjudication. The grievance originally had to do with starting time. Officers of the union settled the monetary claims after the Board had determined the grievance with respect to starting time. The Court ruled that they were not authorized under the Railway Labor Act to make such a settlement. The dissent by Justice Frankfurter took the position that there was authority to settle it by the duly recognized agents of the Brotherhood.

In the course of the majority opinion there were discussions of the differences between major disputes and minor ones. The Court pointed out that major disputes go first to mediation under the auspices of the National Mediation Board, and if that fails, then to acceptance or rejection of arbitration, and finally to possible presidential intervention.

In the case of minor disputes the grievances are submitted to the Adjustment Board. The majority defined major and minor disputes as follows:

> The difference between disputes over grievances and disputes concerning the

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> making of collective agreements is traditional in railway labor affairs. It has assumed large importance in the Railway Labor Act of 1934, substantively and procedurally. It divides the jurisdiction and functions of the Adjustment Board from those of the Mediation Board, giving them their distinct characters. It also affects the parts to be played by the collective agent and the represented employees, first in negotiations for settlement in conference, and later, in the quite different procedure which the Act creates for disposing of the two types of disputes.

In speaking about the two kinds of disputes the opinion states:

> The first relates to disputes over the formation of collective agreements or efforts to secure them. They arise where there is no such agreement or where it is sought to change the terms of one, and therefore the issue is not whether an existing agreement controls the controversy. They look to the acquisition of rights for the future, not to assertion of rights claimed to have vested in the past.
>
> The second class, however, contemplates the existence of a collective agreement already concluded or, at any rate, a situation in which no effort is made to bring about a formal change in terms or to create a new one. The dispute relates either to the meaning or proper application of a particular provision with reference to a specific situation or to an omitted case. In the latter event the claim is founded upon some incident of the employment relation, or asserted one, independent of those covered by the collective agreement, e.g., claims on account of personal injuries. In either case the claim is to rights accrued, not merely to have new ones created for the future.
>
> In general the difference is between what are regarded traditionally as the major and the minor disputes of the railway labor world. The former present the large issues about which strikes ordinarily arise with the consequent interruptions of traffic the Act sought to avoid. Because they more often involve those consequences and because they seek to create rather than to enforce contractual rights, they have been left for settlement entirely to the process of noncompulsory adjustment. 325 U.S. at 722-724.

In the dispute at bar, there is no specific express provision having to do with the subject matter which is in dispute here, that is to say, the right to hire a contractor. The Railroad contends, of course, that this right has taken form and effect as an implied right, but the evidence to establish that contention is practically nonexistent. The Union's position is, of course, that they have never agreed to any such thing, and have consistently opposed it.

The cases support the proposition that a major dispute includes differences arising out of proposals for new contracts or changes in the existing contractual or legal obligations and relations. See Detroit & Toledo S.L.R. R. Co. v. United Transportation Union, 396 U.S. 142 (1969); Florida East Coast Railway Co. v. Brotherhood of Locomotive Engineers, 362 F. 2d 482 (5th Cir. 1966). (A dispute arising out of attempt by a railroad to obtain an amendment of grievances which were existing with unions in order to allow either handling of loading operations by mainline crews or reduction of the personnel of yard crews from five to three constituted a major dispute for purposes of the statute). And a proposal to revise or change a bargaining agreement with respect to employment of firemen on diesel locomotives constitutes a major dispute. Southern Railway Co. v. Brotherhood of Locomotive Firemen and Enginemen, 337 F. 2d 127 (D.C. Cir. 1964).

The almost complete dearth of evidence in support of the trial court's determination herein that the case involves a minor and not a major dispute requires that the judgment of the district court be *reversed* and that the case be remanded to the district court for further proceedings. The district court is directed to vacate the judgment which it heretofore entered in the above case. In view of our determinations, it is unnecessary to consider the other points which have been advanced by the Union. If the trial court deems it necessary to the carrying out of the foregoing opinion, it shall issue an injunction running to the appellee Railroad enjoining it from pursuing the unilateral action which it had taken to have the work in question performed by the contractor. The district court shall undertake such further proceedings as it deems necessary to carry out the decision of this court. BRS

HOW to BUY

By Esther Margolius

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CHANGES IN ESTATE, GIFT TAX LAWS AFFECT WILLS

By Esther Margolius

The Economy Recovery Tax Act of 1981 will have a significant impact on wills and estate planning. Although most of the Act's provisions will take effect over several years, many people are being advised to review their wills and estate strategy now in light of certain revisions in the law.

Wills and estate plans are not just for the rich. Homes, property, insurance and other assets fed by inflation have escalated the value of estates rapidly. You may be surprised at your net worth. Properly drawn up wills and estate plans permit people to pass property on to their chosen beneficiaries with the least possible shrinkage in value.

Professor Mare Orlofsky of Hofstra Law School advises people to "review their wills as soon as possible to take full advantage of the new Tax Act," but cautions that any revision will depend on the particular financial circumstances of each spouse.

One of the major provisions of the Act increases the unified credit against estate and gift taxes. Presently the limit on non-taxable assets is $175,625. It will be increased to $225,000 in 1982 and gradually raised each year until the tax credit reaches $600,000 in 1987.

In addition to the increased credit level, the estate and gift tax will be reduced from the present 70 percent to 50 percent in 1985 by 5 percent a year. Small and medium sized estates will benefit greatly from this cut.

Another important change scheduled for 1982 is the repeal of existing limits on the marital deduction in the estate and gift taxes. Under current law, only one-half of the estate of the deceased or $250,000 (whichever is greater) is deductible when passed to the surviving spouse.

Starting with January 1, 1982, the marital gift tax deductions will be unlimited. Professor Orlofsky points out that "many wills will be revised in large part due to the changes in the marital tax provision in order to take advantage of the unlimited marital deduction."

Another provision increases the annual gift tax exclusion. The amount of money free of gift tax which a taxpayer can give to an individual increases from $3,000 to $10,000 ($20,000 with gift-splitting) under the Tax act.

The rule dealing with property held by spouses in joint tenancy has been changed, too. Under the amendment, one-half of such property will be included in the estate of the first spouse to die. It no longer matters what that spouse actually contributed to the acquisition of the property.

One result of the revision, Orlofsky said, is that "now there is no impediment for elderly individuals, or all tax payers for that matter, to own property jointly. This is another instance where old advice will have to be rethought."

What the amendment does is "eliminate the question of who provided consideration. Now it may pay to own property jointly, for a husband will be able to transfer appreciation of value to his wife and it won't be included in his estate," according to Orlofsky.

If you don't have a will or would like the one you now have revised, there are a number of directions you can turn to for professional advice and assistance:

* Call your local municipal offices to find out which estate or county agency handles wills and estates.

* Contact your state, county or city bar association for information publications or referral services. Many state bars provide toll-free information numbers and distribute free material about wills. They may also give names and addresses of lawyer referral services in your local area.

* Phone 800 information for the Internal Revenue Service number in your area. You can request form 706 for the latest federal estate tax information.

* Inquire of special interest groups who offer specialized legal services. Senior Citizen agencies, the National Organization for Women and the National Council of Jewish Women are among such groups.

* Union offices offer legal advice to members. If wills are not covered, the staff can probably direct you to a good source of help.

* Legal Aid Societies and public defender offices have low-income restrictions with some pay-back requirements. Because guidelines differ in each state, it is best to call direct to your state offices. If you find a reliable lawyer whom you can trust, many of your problems will be solved without undue strain on you.

Class talks shop with Congressmen Vento and Rodino

Congressman Bruce Vento (left), Congressman Peter Rodino and General Chairman Bill Class pose for TSJ.

BN General Chairman and Grand Lodge Trustee W. A. Class recently attended a reception for Minnesota Congressman Bruce Vento. The reception which was hosted by New Jersey Congressman Peter Rodino, presented Brother Class an opportunity to discuss the issues and concerns of rail workers.

Voting records indicate that both Congressmen Vento and Rodino are receptive to the ideology of working people. In fact, Congressman Rodino possesses a 97% voting record on issues favoring rail workers. Congress Vento recently introduced legislation that would restore full "windfall benefits" earned by over 400,000 rail employees. (HR 297)

Congressman Vento related to Brother Class his concerns with the Reagan Administration, "We are all feeling the impact of Reaganomics. High interest rates, pushing our country into a recession, have become the hallmark of the Reagan Administration's economic policy. These high rates are drying up all sources of mortgage financing. We have not been able to achieve the two million housing starts which are needed annually to meet our basic housing needs. Too many small businesses are sinking into bankruptcy because they cannot weather double-digit interest rates. Credit sensitive industries like the important automotive and auto-related industries are experiencing depression-like levels in their sales and unemployment.

The so-called supply side Kemp-Roth tax cut and the outrageous special interest tax provisions are being financed by today's budget deficits. A deficit of nearly $100 billion is expected for fiscal year 1982. Ironically, the Reagan tax bill provides that those who earn less than $20,000 annually will have a net tax increase by 1984, while those earning $200,000 will have their taxes lowered by $22,000. If that isn't enough, over the next five years, the oil companies will benefit from the $11.8 billion in Reagan tax cuts specifically designed for them.

More and more, American workers are becoming unwilling witnesses to the calculated destruction of their basic protections for a safe workplace and an honest day's wage. Reagan has rescinded the hard-won Occupational Safety and Health Act rules that require employers to notify workers who come in contact with hazardous chemicals. His Administration is undermining and slashing enforcement of prevailing wage laws. Sweat shops are being tolerated, and child labor and home work rules are not receiving the good faith enforcement effort they deserve. The latest figures show 8.5 million Americans out of work. At the same time that unemployment is skyrocketing, we are cutting back our job training efforts. Look at the figures: 300,000 fewer job and job skill training slots for those who have the most difficult time finding employment; a 20% cut in vocational training programs; severe curtailment of the small business loans which have historically helped produce the most jobs in the private sector. These cutbacks, which actually create work disincentives by forcing people to rely exclusively on welfare, are counterproductive to our whole economy.

People trusted the Reagan Administration and Congress to do what was right and fair. In return for this public confidence, Reagan and the right-wing groups developed a mean-spirited national policy which has been carried out on the basis of emotion, not reason or compassion. In the few short months since President Reagan took office, virtually every non-defense program has come under fire.

Social Security, the social compact between generations of Americans and the federal government, is a prime example. Under the shroud of the Administration's budget cuts legislation, the minimum Social Security benefit was eliminated for three million of our poorest citizens and all future recipients. In addition, the Reagan Administration wants to dramatically reduce early retirement and disability benefits, and to limit the family benefit for those families receiving the smallest payments. Medicare will cost more and cover less. Meanwhile, the Republican National Committee and Richard Schweiker, Secretary of Health and Human Services,

have made special efforts to inject politics into the usually non-partisan White House Conference on Aging.

Like Congressman Vento, the Brotherhood of Railroad Signalmen questions the actions of the Reagan Administration. We steadfastly oppose the abolishment of the Railroad Retirement System, while we equally support the restoration of dual benefits as initiated by Congressman Vento.

We encourage each member to follow the initiative of Brother Bill Class and visit or write your Congressmen. Our future lies in their hands. BRS

BRS Supports Solidarnosc

Along with thousands of other free workers around the world, officers and members of the Brotherhood of Railroad Signalmen rallied and demonstrated on a Day of International Solidarity to declare unwavering support of the Polish workers and condemn their suppression by the Polish military regime.

A Solidarnosc banner was proudly raised below the American flag at Grand Lodge Headquarters. President Bates stated "This banner symbolizes the Brotherhood's support for our Polish brothers and sisters and the Free Trade Union Movement.

"In every state of the Union, in every major city of America, the Solidarnosc banner is now being raised," AFL-CIO President Lane Kirkland said in Chicago at the largest American rally. "We raise that banner not only for Polish workers but for ourselves."

"It is our rights — the common property of mankind — that are being trampled in Poland, the rights we sought to make more secure for ourselves by securing them for others through such instruments as the final act of the Helsinki Agreement, the Universal Declaration of Human Rights, and Convention No. 87 of the International Labor Organization for freedom of assembly which the Polish government signed," declared President Kirkland.

Chicago was chosen as the focal point of the January 30 demonstrations because of its strong labor heritage and its large Polish community. About 8,000 braved the severe cold to hear Kirkland and others condemn the communist governments of Poland and the Soviet Union for putting down workers' rights in those countries.

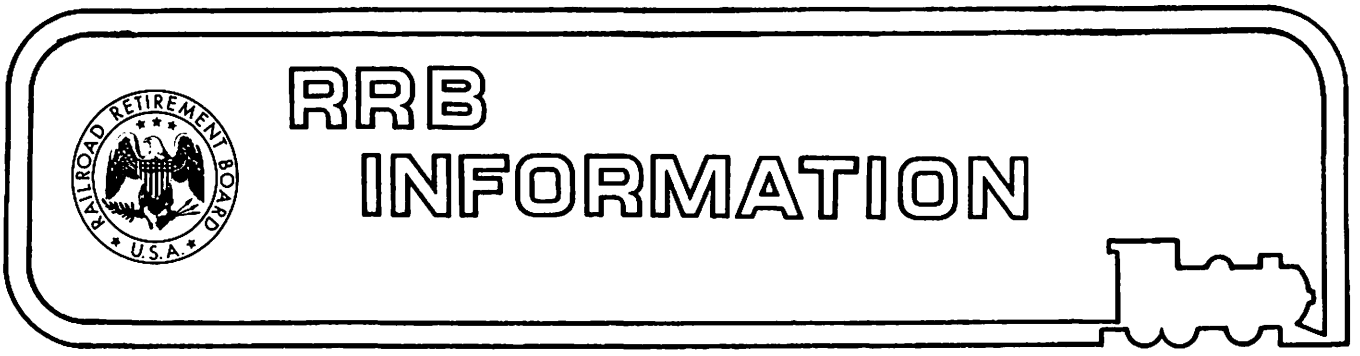
In New York, Houston, Milwaukee, Boston, Washington, and other American cities, crowds cheered the Polish workers and jeered every mention of their communist oppressors. Abroad, there were gatherings in several British cities, in Tokyo, Vienna, Copenhagen, Brussels, The Hague, Berne, a number of Australian cities and about 100 communities in West Germany. The message was conveyed in hundreds of banners and placards, songs and hymns.

In Canada, our Canadian brothers of the Canadian Labour Congress demonstrated on Parliament Hill and then marched on the Polish and Soviet Union embassies.

In all, the massive demonstrations solidified the support of the Free Trade Union movement throughout the world for our depressed and suppressed brothers and sisters in Poland. God Bless them. BRS

President R. T. Bates and Secretary-Treasurer Dink Best raise Solidarnosc in support of Polish workers.

Read about your local in The Signalman's Journal. It's easy — just contact your Local President and volunteer as a local correspondent. He has details.



Retirement Tax on Sickness Benefits

Recent legislation (Public Law 97-123) extended social security taxes to the first 6 months of sick pay. This law also amended the Railroad Retirement Tax Act so that the railroad retirement tier I tax (the social security level tax) will apply to both privately paid sickness benefits in the railroad industry and to sickness benefits paid under the Railroad Unemployment Insurance Act. In other words, these benefits are now considered to be "compensation" for purposes of the Railroad Retirement Tax Act, and thus subject to the tier I tax.

Although certain items of this legislation still require clarification, the following questions and answers outline its basic provisions as they apply to Railroad Retirement Board sickness payments.

1. *Specifically, what sickness benefits will be subject to this tier I tax?*

Under the new law, compensation subject to the railroad retirement tier I tax shall, effective January 1, 1982, include all payments made to an employee or his dependents on account of sickness or accident disability during the first 6 months the employee is off work. Excluded from this tax are payments which are made under a workmen's compensation law, payments under the Railroad Retirement Act, or payments under the Railroad Unemployment Insurance Act for days of sickness resulting from on-the-job injuries. Sickness benefits paid by the Railroad Retirement Board will, therefore, be subject to the tier I railroad retirement tax, unless the benefits are claimed because of on-the-job injuries.

2. *If sickness benefits are now subject to the railroad retirement tier I tax will they also be considered as compensation for purposes of the Railroad Retirement Act?*

No. The legislation, as currently written, makes no provision to credit these taxable benefits as compensation under either the Railroad Retirement or Railroad Unemployment Insurance Acts.

3. *Will the Railroad Retirement Board withhold these taxes from sickness benefit payments?*

Yes. The Board is required to deduct the employee's portion of the tier I taxes from the payment of taxable sickness benefits. The taxes the Board withholds then will be deposited with the Internal Revenue Service.

4. *How much will this tax amount to?*

The tier I railroad retirement tax rate is 6.7%. This means that if sickness benefits of $250.00 are otherwise payable for a 14-day claim period, $16.75 would be withheld for the tier I tax.

5. Will railroad employers also be subject to this tax?

Yes. In addition to withholding the employee's portion, the Board is to notify the employee's normal railroad employer of the sickness benefits paid. Upon notification by the Board, employers of the employees who receive these benefits will have to make matching tier I tax contributions.

6. *Will the monthly maximum that applies to railroad retirement taxation be considered in the withholding of this tier I tax?*

No. The taxes will be withheld without regard to the maximum amount taxable each month. In the event that an employee determines that taxes in excess of the maximum have been withheld, it will be up to the employee to seek a refund of these excess taxes when filing his or her Federal income tax return.

7. *Will the Board notify those individuals who received these taxable benefits as to the amount received and the tax withheld?*

Yes. At the end of calendar year 1982, and each succeeding year, the Board will send statements to sickness claimants showing the amount of sickness benefits paid which was subject to the tier I railroad retirement tax and the amount of tier I tax withheld.

The following statistics reflect the total number of Railroad Retirement beneficiaries and Windfall beneficiaries who receive an annuity from the Railroad Retirement Board.

The column for windfall beneficiaries represents those beneficiaries in the first column who also receive the windfall benefit.

State	Total Railroad Beneficiaries	Number of Windfall Beneficiaries
Alabama	15,300	5,400
Alaska	100	100
Arizona	13,500	5,600
Arkansas	13,900	5,200
California	71,200	29,600
Colorado	13,600	5,200
Connecticut	6,100	2,700
Delaware	2,900	1,100
District of Columbia	2,900	1,100
Florida	48,800	21,700
Georgia	22,000	8,400
Hawaii	700	400
Idaho	6,300	2,500
Illinois	66,900	27,400
Indiana	26,200	10,500
Iowa	16,200	6,300
Kansas	22,000	8,300
Kentucky	22,600	7,600
Louisiana	13,500	4,500
Maine	5,000	2,000
Maryland	17,100	6,200
Massachusetts	13,000	5,800
Michigan	22,000	8,700
Minnesota	27,400	10,200
Mississippi	9,600	3,300
Missouri	34,600	13,700
Montana	8,300	3,100
Nebraska	13,900	5,300
Nevada	3,500	1,400
New Hampshire	2,300	1,100
New Jersey	23,200	9,600
New Mexico	7,100	2,300
New York	58,500	25,600
North Carolina	14,900	5,800
North Dakota	4,400	1,500
Ohio	53,400	18,700
Oklahoma	9,500	3,600
Oregon	13,700	5,800
Pennsylvania	81,000	27,700
Rhode Island	1,500	700
South Carolina	8,200	3,000
South Dakota	2,400	900
Tennessee	20,900	7,800
Texas	52,500	19,300
Utah	9,500	3,900
Vermont	2,400	1,000
Virginia	28,900	10,300
Washington	16,400	6,700
West Virginia	16,400	4,800
Wisconsin	17,900	7,200
Wyoming	4,600	1,700
Canada	4,900	200
All Others	2,800	600
TOTAL	996,400	383,000

News From Washington

YOUR WASHINGTON REPORTER
By Richard J. Calistri

The Association of American Railroads has fired the first salvo in a renewed battle against the barges. Frank N. Wilner, AAR director of issue development, charged that the "highly subsidized barge industry not only threatens the private sector existence of America's freight railroads — I think it threatens also the integrity of the American dollar."

Speaking before the Water Resources Congress in Houston, Texas, Wilner charged that "barge lines, owned mostly by major oil, steel and international grain marketing firms, are the recipients of almost $1 billion annually in federal subsidies, plus hundreds of millions of dollars in federal loan guarantees.

"Barges," he said, "operate on the backs of American taxpayers," with subsidies providing improved rights-of-way. Railroads, meanwhile, spent some $3 billion for rights-of-way maintenance, another $1 billion for rights-of-way renewal and expansion, plus almost $200 million to pay taxes on privately owned rail rights-of-way — all skimmed off the income, without federal subsidies.

This inequity is devastating and sometimes fatal to the private sector railroad industry, Wilner declared, and most members of that industry have never received any form of federal aid.

He pointed out that in 1975 the Rock Island lost its entire railroad to bankruptcy. "Certainly," he said, "one of the factors leading to that bankruptcy was unrecompensed federal subsidization of competitors, making it difficult for the self-financed Rock to compete."

Federal subsidies to barge lines do more than imperil the financial integrity of the freight railroad industry, Wilner said, adding:

"Because those subsidies come from the public treasury, and because there continues to be a significant gap between tax collections and federal expenditures, barges' subsidies require the printing of additional greenbacks. And, as every student of monetary policy knows, money creation not accompanied by increases in productivity is a cause of persistent inflation."

Wilner said the railroad industry agrees that a solution to the economic problems facing transportation in America is to require all modes of transport — railroads included — to repay in full the value of all future benefits received from the public treasury.

"Even though, according to the U.S. Department of Transportation," Wilner declared, "the barge industry has received in excess of $14 billion in unrecompensed federal subsidies, and even though the DOT says railroads have repaid most of their past financial aid, the railroads do not suggest that the barge industry now be required to repay its past federal aid." The focus must be on the future, he added.

Wilner wondered why barge lines should be receiving subsidies at all when they are owned by such firms as Mobil Oil, Exxon, United States Steel, Continental Grain, East Texas Gas Transmission, Peabody Coal and Hooker Chemical. Subsidies are totally unnecessary "given the ownership and capital strength of the barge industry, and given the harm such subsidies do to private sector railroads, most of which have never received federal aid," he said.

Wilner then turned to the argument fostered by barge interests that the Railroad Retirement System is a private pension plan for railroad workers. Here's what he said:

"Both Railroad Retirement and Social Security are government-mandated income insurance plans under which the federal government determines the level of employer and employee contributions and benefits. Railroad workers are not covered by Social Security. Under Railroad Retirement, while railroad employees pay a similar tax to that paid by Social Security covered workers, railroad employers pay three times the employee contribution. Under Social Security, employers merely match employees contributions.

"Railroad Retirement was wholly self-supporting until Congress, in the 1950s, created a financial interchange designed to put Social Security on the same footing it would be on if railroad workers were a part of the system. Because of an anomaly in the law, which was later corrected, some retirees who had held both railroad and non-railroad jobs, collected two pensions and, in effect, Railroad Retirement wound up paying both pensions, even though the non-railroad employment was of no benefit to the railroad industry.

"In voting to use general treasury funds to relieve the railroads of that inequity — and only that inequity — Congress made it clear that the problem was not of the railroads' making."

Milwaukee Road General Chairman Retires

L. T. Davies, General Chairman for the Milwaukee Road retired on December 31, 1981. Brother Davies started his railroad career on the Milwaukee in September 1950, on a signal gang in Lake, Wisconsin. Gang work was a way of life for Davies until April 1954, when he was awarded the "Testman" position with a territory spanning from Bensenville, Illinois to Kansas, Missouri. Hampshire, Illinois was his next move and proved to be his last, as he worked the Signal Maintainer's position in Hampshire from July 1962 until retirement.

Brotherhood work was also a way of life for Brother Davies. Always active in Local 219 affairs, Brother Davies was elected Local Chairman in 1959. He was elected by his peers in 1970 to the General Chairman's position, a position admirably held until his recent retirement.

Midwest Regional Vice President W. B. Harwell commented on Brother Davies' retirement, stating, "Brother L. T. Davies was truly an outstanding General Chairman. His many years of service and worthy contributions and his wise leadership in Brotherhood affairs will long be remembered."

Brother Davies retirement will not exactly be filled with idle time. He remains active in local politics, the Hampshire VFW Post 8043, Lodge 288 of the A.F. & A.M. and the Shrine. I'm sure our readers share our sentiments in wishing Brother Davies a long, prosperous and healthy retirement.

C. J. Chamberlain, Labor Member, Railroad Retirement Board offers his best wishes to retired General Chairman Leo Davies.

In the office of the Labor Member Railroad Retirement Board are (left): W. D. Best, Secretary-Treasurer, W. B. Harwell, Vice President, Leo Davies, retired General Chairman Milwaukee Road and C. J. Chamberlain.

Retired General Chairman L. T. Davies poses with his replacement J. L. Barton (left) and Milwaukee Road Manager-Labor Relations Robin L. Mollaney.

Decontrol of Gas – Cost-of-Living Time-Bomb

There's a cost-of-living time bomb waiting to explode if the Reagan Administration gets its way on decontrol of natural gas prices.

As matters stand now as a result of Carter Administration action, the price on 40 percent of domestic natural gas will be decontrolled by Jan. 1, 1985. The present administration seems to think it would be a good idea to decontrol **all** domestically-produced gas by that date.

Such a step could double—and in some cases perhaps triple—home-heating costs for natural-gas users. That's 60 percent of all U.S. households.

Responsible estimates say total decontrol would sock average household gas-users from $500 to $1,000 per year more than they're now paying. The oil companies, which control 70 percent of the nation's domestic natural gas production, would benefit accordingly with vast new windfall profits.

Decontrol alone could send the Consumer Price Index soaring by three to five points, since natural gas is an important part of the cost of many goods and services. (Food, for example: gas is a substantial part of the cost of fertilizers, crop drying, meat processing, heat in your local grocery store.)

Millions of jobs would be threatened in basic American industries — chemicals, textiles, steel, auto, glass, machinery and construction.

If such concerns prove out, the ripple effect of some $600 billion in higher gas prices over the next few years could be devastating: Less money for consumers to spend on other goods and services. Less money for businesses to invest. Less business growth. More unemployment, especially in states where joblessness is already highest.

The Reagan Administration has been deeply concerned with the transfer of money from the well-to-do to the needy. It did something about that by transferring funds in the other direction—by taking away from workers and the needy through cuts in the programs that help them, and shoving it at the wealthy and the corporations in the form of massive tax cuts.

Now—should it decontrol domestic natural gas, along with decontrolled oil prices, the value of oil companies' gas reserves will increase by more than $1 trillion, according to experts in the field.

That would represent the biggest transfer of income in our nation's history—and in the wrong direction.

How Much Gas Decontrol Will Cost You

The cost of total decontrol of domestic natural gas to consumers will vary according to the size of family, geographical region and customary household use of natural gas. To figure *your* family's probable increased cost, check the accompanying chart and fill in the blanks by items 1, 2 and 3. (Figures developed by Citizen-Labor Energy Coalition.) If gas is decontrolled, it will be a result of Reagan Administration proposals and pressures.

		Number of Persons in Your Household				
Fuel Uses	**Region**	**1**	**2**	**3**	**4**	**5+**
Heat, Hot Water and Cooking	**Northeast/North Central**	**$300**	**$410**	**$480**	**$510**	**$590**
	South/West	**180**	**240**	**270**	**300**	**330**
Heat and Hot Water	**Northeast/North Central**	**270**	**360**	**420**	**450**	**510**
	South/West	**150**	**210**	**240**	**260**	**290**
Heat and Cooking	**Northeast/North Central**	**230**	**310**	**360**	**390**	**440**
	South/West	**130**	**180**	**210**	**220**	**250**
Heat Only	**Northeast/North Central**	**190**	**260**	**300**	**330**	**370**
	South/West	**110**	**150**	**170**	**190**	**210**
Hot Water and Cooking	**All Regions**	**90**	**120**	**140**	**150**	**170**
Hot Water Only	**All Regions**	**60**	**80**	**90**	**90**	**110**
Cooking Only	**All Regions**	**30**	**40**	**40**	**40**	**50**

1. **Direct costs**
   Calculate the increase in your own gas bill by finding your own fuel use, region and the number of persons in your household. Enter on line 1 .... 1. .....
2. **Indirect costs**
   This is an average for all households. It estimates price increases for goods and services produced with natural gas ..... 2. ....$400....
3. **Total costs**
   Natural gas decontrol would cost your family this amount each year, beyond what you already spend for natural gas. (Add 1 and 2.) ..... 3. .....

'You Gotta be Kidding!'

Deaths

Joseph W. Murphy, retired signal maintainer for the Chicago and Northwestern Railroad at DeKalb, IL died February 12, 1982. He retired in 1958 after completing 32 years of service with the railroad. Brother Murphy served as local president, and local chairman while a member of the Brotherhood.

Brother Murphy was a member of Tucson Catalina United Methodist Church, Masons, Eastern Star, American Legion, Veterans of Foreign Wars, Retreads, Eagles and Brotherhood of Railroad Signalmen.

Kenneth H. Cluck, signal and communications maintainer on Conrail, died January 7, 1982, at Paxtonia, PA. He was a longtime member of former Local 50, and Conrail Local Lodge 105.

Brother Cluck was an employee of Conrail; a World War II Army veteran; and a member of Charlton United Methodist Church, Lower Paxton Twp.

Surviving are his wife, Betty J.; two sons, James A. DeClark of Baltimore, and Stanley C. Cluck, at home; a daughter, Mrs. Kenneth Sampsell of Jacksonville, FL.; a brother James Cluck of FL.; and two granddaughters.

Arthur Straisinger, retired gang foreman on the Chicago and North Western at Chicago, IL died February 17, 1982 in Edinburg, TX. Brother Straisinger retired after 30 years of service, and was a member of Local Lodge 130.

R. B. Stewart, retired signal maintainer on the Western Pacific Railroad, died January 22, 1982. He also worked for the Union Pacific and Southern Railroads. Brother Stewart had completed 31 years of service upon his retirement in 1961. As a member of Sacramento Lodge 179 he served as Local Chairman.

THE SIGNALMAN'S JOURNAL NEEDS YOUR HELP

The editors are striving to make the Signalman's Journal a magazine for and about Signalmen, their involvement in the Brotherhood, their work and their leisure time activities. We are asking that locals elect or appoint (or accept volunteers) as Signalman's Journal correspondents who will send us news about members in their respective areas.

There was a case some years ago where members of Local 179 in Ogden, Utah rescued the passenger of a helicopter that crashed in the Great Salt Lake. This event should have received Journal coverage, but we weren't notified.

We would also like to receive photographs of signalmen at work and at play. (Examples: Local meetings, unusual circumstances encountered on the job, social functions and sports). Photographs should be at least $3\frac{1}{2}$ x 5 and preferably 5 x 7.

Some "don'ts" about photographs — polaroid type prints won't reproduce for the magazine — please send black and white taken with film size 110, 126, 127, 135 or 620. Don't write on the backs of photographs. Attach a separate sheet of paper to identify subjects and description of the event.

In most cases, articles and photographs must reach us two months before publication due to set-up and printing schedules. For example, material received in July would appear in the September issue.

We hope you will accept our suggestion to obtain a local correspondent. When he (or she) is designated, he should write to Editor, The Signalman's Journal, P.O. Box U, Mount Prospect, Illinois 60056 to notify us of the appointment.

We are looking forward to working with the field journalists. We will communicate with each one upon notification of their designation.

OSHA One Year Later

American workers are not as safe on the job today as they were one year ago, and the probability is they will be even less safe a year from now. OSHA, the agency charged with protecting worker health and safety on the job has, in the words of AFL-CIO job safety expert Peggy Seminario, lost sight of the "fact that the worker is its client."

Thus, fears raised about *candidate* Ronald Reagan's stance on job safety and health enforcement have been justified by the performance of *President* Reagan's Occupational Safety and Health Administration.

Some statistical evidence for this claim:

- Total OSHA job site inspections are down 21 percent
- Compliance inspections are down 32 percent
- Follow - up inspections are down 33 percent
- Serious citations are down 33 percent
- Willful citations are down 75 percent
- Repeat citations are down 48 percent
- Total penalties are down 48 percent
- Failure to abate penalties is down 78 percent
- Proportion of backlogged complaints is *up* 189 percent.

Two key reasons for this downtrend in OSHA protection of workers:

1. It's part of an over-all Reagan Administration effort to "get government off the backs" of business, notwithstanding the threat that might come to workers in this instance, or to consumers in other cases;

2. It's a function of funding. OSHA's budget was chopped 20 percent by the administration, from $242 million to $192 million. There's no way OSHA can do as much that it's supposed to do with $192 million as with $242 million, any more than you could stretch $192 as far as $242.

Hardest hit by the budget cutbacks are the enforcement program, the setting of standards for hazardous materials, and worker training and education programs. The number of safety and health compliance officers is down from 1,683 in 1980 to just about 1,000, a cut of almost 50 percent. Inspections will drop from 63,363 in 1980 to 53,-425 in Fiscal Year 1982.

The program for worker training and education on safety and health was slashed by more than 50 percent, from $13.9 million to $6.8 million. This will eliminate 40 programs and classroom training for at least 40,000 workers and vital information and materials for millions of other workers.

A number of OSHA directives have gone into effect, or are proposed, which severely reduce enforcement. One exempts three-fourths of all manufacturing firms from OSHA general schedule safety inspections, effectively removing protection from 13 million workers in 280,000 work-sites.

In the area of standards for worker exposure to toxic substances, the word has been retreat. Many standards are subject to elimination, weakening or review. The administration's agenda on standards calls for reworking on cotton dust, lead, chemicals — other dangerous or potentially dangerous materials. OSHA's "right to know" hazard identification plan, which guaranteed information on health effects of certain chemicals, has been withdrawn—25 million exposed workers are affected.

Despite scores of workers deaths annually from grain elevator explosions, OSHA has indicated a safety standard on grain elevators will not even be issued until 1984.

The Reagan Administration is doing nothing to OSHA that the President himself didn't tip off during his candidacy. On June 5, 1980 he told the *Washington Post:* "My idea of an OSHA would be if government set up an agency that would do research and study how things could be improved and industry could go to it and say, we have a problem here and seem to lose more people by accidents in this particular function. Would you look at our plant, and then come back and give us a survey." In other words, nothing mandatory, nothing binding.

And the 1980 GOP platform on which Reagan ran said: "We believe OSHA should concentrate its resources on encouraging voluntary compliance by employers and monitoring situations where close federal supervision is needed."

(Reagan's statements and the GOP platform reflect Reagan's positions on job safety and health enforcement going back to when he was governor of California. He cut back the state's OSHA enforcement division by 10 percent in his first two years, and he vetoed a bill to make mandatory, rather than voluntary, investigations of complaints of unsafe conditions.)

News From Canada

Canadians Support Solidarnosc

The response of trade unionists and other Canadians to the suffering of the Polish people under martial law is markedly more sympathetic than that of Prime Minister Pierre Trudeau, Dennis McDermott, president of the Canadian Labour Congress said today.

"In several public statements on the present situation in Poland, Prime Minister Trudeau has not condemned the use of martial law and the detention of many citizens of Poland whose 'crime' is attachment to human freedoms," Mr. McDermott said.

"However, Canada's Prime Minister has accepted the invitation of U.S. President Ronald Reagan to participate in a television program supposedly designed to indicate support for Poland's trade union. Yet it was Reagan who engineered the decertification of the air traffic controllers' Union, PATCO (Professional Air Traffic Controllers' Organization) and the firing of all PATCO members following their strike last year.

"And it was Trudeau who said, defending his failure to condemn imposition of martial law in Poland, 'We see unions in Canada always asking for more. I don't suppose the union movement in Poland is very different.'

"President Reagan and Prime Minister Trudeau may be like-minded," Mr. McDermott said. "Union supporters they are not.

"Under martial law, thousands of members of Solidarnosc and other citizens of Poland are interned, for their defence of human rights. General Wojiech Jaruzelski this week admitted that some 4,500 people are in detention. But other sources put the total of Polish detainees in the range of 15,000-25,000. This includes Lech Walesa, the leader of Solidarnosc.

"In Poland, the continuing denial of basic freedoms, enforced by detention, may lead to civil strife. And this warning comes from the head of the church in Poland, Archbishop Josef Glemp," Mr. McDermott said.

"The public demonstrations that will take place in Ottawa and other cities across Canada on Saturday, January 30 — the date selected by Solidarnosc leader in Poland — will show the people of Poland and the Government of Canada that workers and other Canadians support the demand that martial law be lifted in Poland and that the Government of Poland observe the Gdansk Agreement of August 1980."

CLC Demands Reforms

The Canadian Labour Congress and its provincial federations of labour have warned the first ministers that unless the current restrictive federal economic policies are reversed, "the lessons of the Great Depression of the thirties will have to be re-learned."

The warning is contained in a 10-page Economic Statement presented, during the past few days, by the CLC's federations on behalf of their 2 million members across the country, to the premiers of their respective provinces.

The statement paints a dismal picture of Canada's current economic condition — unemployment up, a decline in the country's real gross national product, some 20 per cent unused plants and equipment, real wages down, investment down, and soaring interest rates. And it sharply criticizes the federal budget which "will plunge Canada even deeper into a recession."

The CLC statement also warns the first ministers against any thought of renewed wage controls which "would not only be economically misguided but would court social disorder."

"After several years of real wage cuts and periodic sermonizing about the need to lower expectations, there is a great deal of pent-up frustration among working people in Canada," notes labour's economic statement.

To reverse the trend, the labour document proposes a 10-point program for economic recovery.

The program calls for an end to the Bank of Canada's tight-money and high-interest-rate policies, and interest rates pegged at no more than two per cent above the inflation rate; a temporary moratorium on mortgage foreclosures similar to the Saskatchewan legislation; a return to the pre-budget situation regarding taxation of employees' benefits, pending equitable tax reforms; and no reduction in transfer payments for provincial social services.

Wells on Health

Highway Hypnosis Could Happen To You

By Marion Wells

Research Director, American Physical Fitness Research Institute.

Would you be horrified to see a car speeding down the road . . . and no one in the driver's seat? It happens all the time. It's called "highway hypnosis." A motorist is physically there, but dozing or driving in a daze and not fully aware.

The ingredients of tragedy are frighteningly familiar. Fatigue. Mesmerized motorists benumbed by monotonous stretches of roadway. A hot afternoon when your passengers all fall asleep. Trying to stay awake at the wheel after you'd normally be in bed.

Such situations and others may make us better subjects for "hypnosis" on the highway than we might realize. The results leave traffic safety experts anything but entranced. You may wind up in a collision or a ditch, they warn. And George West of the Greater Los Angeles Chapter of the National Safety Council notes that each year there are many one-car "mystery" accidents whose cause may never be fully known.

Highway hypnosis can happen to you, but it doesn't have to. The Council's L.A. chapter has some hints to help you stay alert and alive when you drive, be it on short trips or long vacations.

*Take control of the situation before you lose control of the car. The night before a trip, try to get a decent amount of sleep. Do most of your driving in daylight. Avoid late night driving if you can, since ". . . you are more apt to become sleepy as you approach your usual bedtime hour." On the road, take a break every hour or so, whether you're feeling droopy or not. Get out of the car for a couple of minutes. Walk around. Stretch. Have some light refreshment if you wish. (Of course, find a safe spot to do this.)

*Pass up big meals before or during long stretches behind the wheel, the Council suggests. West notes that some people feel like snoozing after they stuff. Try eating less more often, and make those mini meals nutritious and well-balanced.

*Remember, drinking and driving can be a deadly mix. The same amount of alcohol can affect the same person differently at different times. It may not take much to influence driver performance adversely. A driver may not even realize it's having an effect.

*Favor comfortable clothing that permits good circulation and doesn't cling or bind.

*Take care to get enough fresh air. It's hard to stay alert in a hot, stuffy atmosphere. Experts say even if you have air conditioning, crack windows slightly open on both right and left sides of the car to provide cross ventilation. And think twice about smoking in the car. Smoke can foul the windows and get in your eyes when you drive, which can literally be irritating.

*Keep your eyes on the move. If they start to glaze on a boring roadway, you might ". . . run the windshield wipers a while for a distraction." Switch your speed a little now and then to avoid speed hypnosis.

*Drive after dark? "Keep the dash light dim, as its glare can be hypnotic."

*Soothing music can lull you to sleep, but lively tunes, news or sports can perk you up. And car games aren't childish if they help. Try playing poker with other cars' license number or guessing which color or make of auto will come next. (That is, as long as this doesn't distract you from driving.)

*Remember other drivers may be having trouble keeping their eyelids apart. If you see another vehicle acting erratic, keep your distance and be ready to take evasive action.

*Having trouble staying alert? Pull into the next inn for the night, or find the safest spot you can to pull off for a nap. West also bemoans the fact that people brag about driving to their destintion in one long stretch. Think of all the delightful little spots we miss, he says. A stopover or two won't waste time. Just the opposite. It's apt to enhance our trip! Provided as a public service by the American Physical Fitness Research Institute (APFRI), 824 Moraga Drive, West Los Angeles, Calif. 90049.

Stay Alive On Your Feet

There's something almost all of us do every day that could get us hurt or killed if we aren't careful. What is it? Walking across the street.

Like the woman whose plane got in late. She was rushing to an appointment. So when the crosswalk light turned green, she stepped off the curb without stopping to glance at traffic. Suddeny a car whizzed by, barely missing her. "I nearly grabbed you," the man behind her said.

Pedestrians in peril are all too common. For instance, we were told that in Los Angeles County, one out of four people killed in traffic is a pedestrian. On foot or behind the wheel, one of these "pedestrian alert tips" might someday save a life.

Beware "blind spots" at crosswalks. Children, in particular, have been hit this way, notes the Greater Los Angeles Chapter of the National Safety Council.

What can happen is this. A pedestrian crossing in front of a car in the outside lane may be hidden temporarily from the view of inside lane drivers. If both car and pedestrian fail to stop, they could run head-on into tragedy. And a human on foot is no match for a vehicle weighing thousands of pounds.

Laws and customs may vary somewhat in different parts of the country. But, as a general rule, no matter which lane you're in, suspect a pedestrian may cross your path if a car in a neighboring lane is slowing or stopping. Use caution. And if you're on foot, don't risk assuming other cars will stop for you because the first one did. Be extra careful when vacationing in a new area.

*Driveways can be dangerous ground. It's easy for drivers and pedestrians to forget they share the turf. Use extra caution driving down driveways of homes, alleys, shopping centers, post offices and similar places. Crossing on foot, watch for approaching cars. Look at the driver and make sure he sees you before you go.

*Watch out walking at night. Drivers may be "in the dark" about your presence. Wearing or carrying something white or light-colored helps. But remember, just because you can see a car coming doesn't mean the driver can see you.

*Walking or driving, keep a safety lookout. Don't let anything obstruct your view. Never hang anything from the rear view mirror. Watch extra carefully in wet weather.

*If you're older, consider that hearing, vision, side vision and depth perception might not be quite as sharp as they once were.

And finally, a point to ponder. "Don't tie your life to a traffic light. . . . You could be right, but don't be *dead* right."

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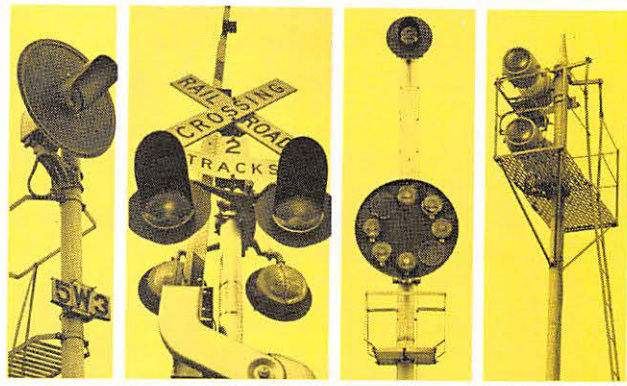

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6. Remote control and automatic interlockings
7. Ctc machines and their operation
8. Maintenance of signal equipment

SIGNALMEN'S DECAL has adhesive backing so it can be applied to glass, leather, metal, etc. for BofRS identification on car windows, bumpers, luggage, hard hats, etc. The emblem is 4-inches or 3-inches in diameter. It has a red border with white letters. The signal displays green over red.

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BofRS **LAPEL PIN** identical to decal except letters and outline are in gold.

Red nylon **WINDBREAKERS** with elastic sleeve ends that fit tight to the wrists and with a drawstring at the bottom to pull tight to the waist come in three sizes: small (36-38); medium (40-42); and large (44-46). Two slash pockets and a cloth BofRS patch on the left front complete these men's jackets.

A **HISTORY OF THE BROTHERHOOD OF RAILROAD SIGNALMEN** has been written by the late A. E. Lyon, president emeritus, which covers the 75 years of the Brotherhood since its founding in 1901.

MASTER NATIONAL AGREEMENT BOOK has the basic provisions of national agreements negotiated with U.S. railroads and the BofRS. They are contained in a loose-leaf binder with 2-inch rings so there is room for additional material, such as local agreements.

A Summary of wage changes
B Summary of other benefits
C Washington job protection agreement of 1936
D Vacations
E Union shop agreement
F Holidays
G Claim and grievance handling
H Health and welfare
I Force reductions
J Employment security
K Travel time and away-from-home expenses
L Off-track vehicle accidents
M Jury duty
Mc Current agreement
N Overtime
O Camp cars
P Apprentice programs
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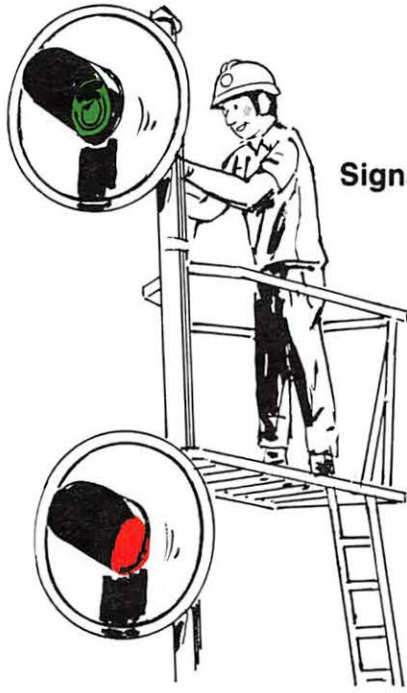

Signalman Sam

SPL goal: $1 per month per signalman

Signalman Sam says that now is the time to donate to the **Signalmen's Political League.** Why? Signalmen need friends in Congress. To elect these friends takes money in the form of campaign contributions. Last election, 1980, Republicans raised over $100 million for Congressional candidates. The Democrats were able to raise only $19 million.

Over the past several years, Democratic Congressmen have demonstrated that they are labor's friends. The 1982 election is only 1 year away. Already Republicans are collecting money and campaigning to take control of the House of Representatives. For labor and Democrats, next year could be disaster if Republicans gain control of the House and retain control of the Senate.

SPL gives its funds to those deserving Congressmen who support our members' aims. SPL will be watching to see who votes to save the railroads, providing funds for Amtrak, ConRail and the Railroad Retirement System. Obviously, those Congressmen supporting the railroads with their votes will be likely ones to receive financial support from SPL.

Signalman Sam says a goal for signalmen is $1 per man per month contribution to the **Signalmen's Political League.** Ask your general chairman to put you on dues deduction for $1 per month. That is about 3¢ per day and only $12 per year.

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Members who are injured on the job and the dependents of those members who have been killed or have died as the result of such injuries should by all means ascertain their rights and benefits under the Federal Employers' Liability Act before attempting any settlement with the railroad.

Below is a list of attorneys who, on the basis of information made available to us, are competent to give full information and assistance to those in need of it.

This list is compiled and maintained on the strength of information furnished us by both attorneys and members. Everyone concerned is urged to keep us informed regarding cases handled, nature of the case, terms of the settlement, commendations, criticisms, etc. **Information should be forwarded to R. T. Bates, president, Brotherhood of Railroad Signalmen, Box U, Mt. Prospect, IL 60056.**

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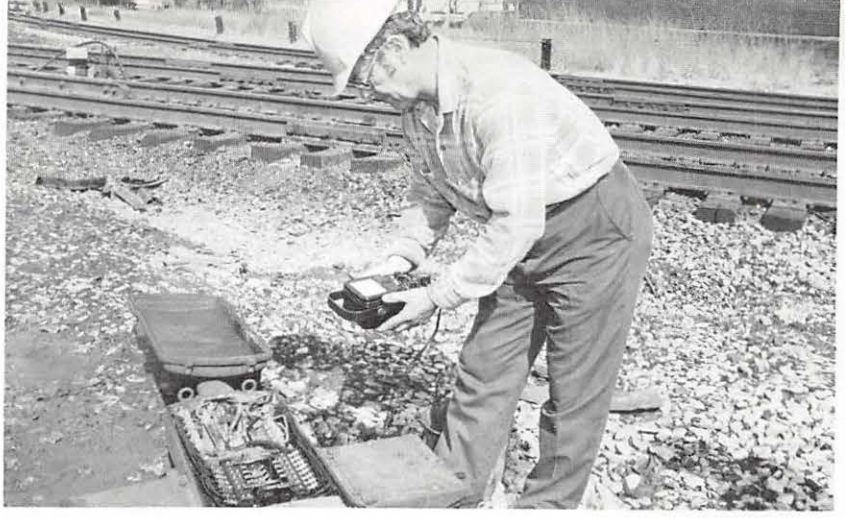

Signal training course

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Volume II has 9 sections, as follows: 1- review; 2- direct current relays; 3- light signals; 4- switch circuit controller; 5- spring switch mechanism; 6- automatic block signals; 7- highway crossing protection; 8- highway crossing bell; and 9- highway crossing gate.

Volume III has 6 sections, as follows: 1- review; 2- direct current relays; 3- power operated switch machines; 4- coded track circuits; 5- electric switch lock; and 6- centralized traffic control systems.

Volume IV has 7 sections, as follows: 1- review volume I; 2- review volume II; 3-review volume III; 4- style C track circuit; 5- automatic interlocking; 6- hotbox detector; and 7- overlay track circuits.

To order your copy of this Signal Training Course, please send check or money order in the amount of $50 payable to the Brotherhood of Railroad Signalmen. Send your order and payment to Box U, Mt. Prospect, IL 60056.

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